

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

JASOON LEE, SOOK HEE KIM, individually and  
on behalf of others similarly situated,

Case No.: 15-cv-02064

Plaintiffs,

-against-

**Notice of Motion and Motion for  
Default**

75 OSCAR NAILS AND SPA, CORP, d/b/a  
OSCAR NAILS, COVERT NAILS, INC. d/b/a  
COVERT NAILS, HAESUN SUH, ILTAK SUH,  
YONGKI "PAUL" KIM AND CHONGKYUNG KIM  
JOHN DOE AND JANE DOE

Defendants.

-----X

**NOTICE OF MOTION**

Please take notice that, upon the annexed affirmation of Diane H. Lee, and attached exhibits, and the affidavits of JASOON LEE and SOOK HEE KIM, and all prior papers and proceedings in this case, the Plaintiffs, by their counsel, move the Court, pursuant to Fed. R. Civ. P. 55(b) (2) and Local Rule 55.2(b), for judgment by default against Defendants 75 OSCAR NAILS AND SPA, CORP, d/b/a OSCAR NAILS, 51 COVERT NAILS, INC. d/b/a COVERT NAILS, AND CHONGKYUNG KIM, II TAIK SUHR AND HAESUN SUHR.

Answering papers, if any, shall be served on the undersigned no later than seven days after service of the moving papers in accordance with Local Rule 6.1(b), or at such other time as the court may direct.

Dated: New York, NY

January 11, 2018

  
Diane H. Lee [DL3170]  
The Law Offices of Diane H. Lee  
158 Linwood Plaza Suite 308-310  
Fort Lee, NJ 07024

16 W. 32<sup>nd</sup> Street Suite 305  
New York, NY 10001  
Telephone: 201-363-0101  
201-482-8797  
Facsimile: 888-908-3660  
E-Mail: [dlee@dhllaw.com](mailto:dlee@dhllaw.com)  
Attorney for Plaintiffs

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

JASOON LEE and SOOK HEE KIM  
*individually and on behalf of others similarly  
situated,*

*Plaintiffs,*

-against-

**15-CV-02004**

75 OSCAR NAIL AND SPA CORP., d/b/a  
OSCAR NAILS, COVERT NAILS, INC. d/b/a  
COVERT NAILS, HAESUN SUH,  
ILTAK SUH, YONGKI “PAUL” KIM AND  
CHONGKYUNG KIM JOHN DOE AND  
JANE DOE,

*Defendants.*

-----X

DECLARATION OF DIANE H.  
LEE, ESQ. IN SUPPORT OF  
PLAINTIFFS’ MOTION FOR  
DEFAULT JUDGMENT

I, DIANE H. LEE, declare under penalty of perjury, pursuant to 28 U.S.C. §1746, that:

1. I represent the Plaintiffs Jasoon Lee and Sook Hee Kim (collectively, “Plaintiff”) in this lawsuit for unpaid wages, liquidated damages and attorneys’ fees under the Fair Labor Standards Act and New York Labor Laws and regulations. I submit in support of Plaintiffs’ application for a default judgment pursuant to Fed. R. Civ. P. 55 (b) (2) and Local Rule 55.2 (b).

**Procedural History**

2. Plaintiffs commenced this Action by filing the Complaint on April 13, 2015. A true copy of the Complaint is attached hereto as Exhibit A. Defendant Covert Nails, Inc.’s correct corporate name is 51 Covert Nail and Spa, Inc.

3. This is an action for unpaid wages, overtime, spread of hours pay, liquidated damages, interest, costs and attorneys’ fees under the Fair Labor Standards Act (29 U.S.C. 201 *et seq.*, “the FLSA”) the New York Labor Law (“NYLL”) and related rules and regulations. See Exhibit A, Complaint, generally for description of the nature of the Plaintiffs’ Claims.

4. The Court has subject matter jurisdiction of the Plaintiff's federal claims pursuant to 29 U.S.C. §§ 201 *et seq.* (FLSA) and 28 U.S.C § 1331 (federal question), and jurisdiction over the New York state law claims (such as the NYLL) under 28 U.S.C § 1367(a) (supplemental jurisdiction). *See Exhibit A.*

5. On March 29, 2016, Joshua Androphy, of Michael Faillace & Associates, Counsel for the Corporate Defendants 75 Oscar Nail and Spa and 51 Covert Nail and Spa, Defendant Chongkyung Kim, Defendant Il Taik Suhr and Hae Sun Suhr (incorrectly spelled as "Suh" in the Complaint) filed an Answer.

6. Defendant Yongki "Paul" Kim was never served with the Complaint.

7. On November 2, 2016 the mediation took place and the mediation was unsuccessful.

8. On June 22, 2017, the Court granted the Defendants' Counsel's Motion to Withdraw as Attorney and ordered the Corporate Defendants to obtain new counsel within 30 days from the date of this Order. The Order stated that "If the corporate defendants do not obtain representation within 30 days they run the risk of a default judgment entered against them. (Dkt. No. 25, Exhibit B). Furthermore, the individual Defendants were also given 30 days to determine whether they will obtain counsel or go forward pro se. A Certificate of Service of this Order was filed on June 26, 2017 (Dkt. No. 26)

9. On July 20, 2017, Defendants Suhrs (husband and wife) filed a letter stating that they will be appearing pro se. (Dkt. No. 27, Exhibit C)

10. On July 26, 2017, I submitted a letter Motion requesting the Court to enter a default against two Corporate Defendants and Defendant Chongkyung Kim who is believed to be the owner of both Corporate Defendants. (Dkt. No. D).

11. On July 26, 2017, the Court, again directed the Corporate Defendants to obtain counsel by August 25, 2017 and submit a letter by September 1, 2017 confirming that Corporate Defendants are represented by counsel. They are warned that failure to comply with the Order may result in the Court's recommendation to the District Court that default judgment be entered against them. (Dkt. No. 28 Exhibit E).

12. I filed a certificate of service certifying the service of the above Court's Order on July 27, 2017 (Dkt. 29 Exhibit F)

13. On September 13, 2017, I requested the Court to enter a default judgment against the Corporate Defendants again as the Corporate Defendants and Defendant Kim failed to follow the Court's previous Order to obtain representation and notify the Court that they have done so. (Dkt. No. 30 Exhibit G)

14. On October 12, 2017, the Court directed the Corporate Defendants to obtain counsel prior to the Conference scheduled for November 2, 2017 (later adjourned to November 8, 2017 Dkt. No. 31) and warned yet again that the Defendants' failure to appear at the conference with counsel may result in recommendation to the District Court that a default judgment be entered against them. The Court further directed Defendant Kim to appear at the Conference and that she was warned that failure to appear may result in a recommendation to the District Court that a default judgment be entered against Kim. (Dkt. No. 30 Exhibit H)

15. A certificate of service for the above-referenced Court Order, serving on all Defendants were filed on October 17, 2017 (Dkt. No, 32).

16. A status conference was held on November 8, 2017 in which none of the Defendants appeared. The Court ordered all Defendants to appear on November 22, 2017 and warned that failure to appear at the conference with counsel may result in recommendation to the District

Court that a default judgment be entered against them. Again, the Corporate Defendants were directed to obtain counsel prior to the telephone conference and warned that failure to appear at the conference with counsel may result in recommendation to the District Court that a default judgment be entered against them. (Dkt. No. 33 Exhibit I)

17. A certificate of service for the above-mentioned Court Order, serving on all Defendants were filed on October 17, 2017 (Dkt. No. 34).

18. On November 22, 2017, a telephone conference was held and none of the Defendants appeared. I explained to the Court that due to a change in the Corporate Defendant's business names, a possibility remained that one of the Corporate Defendants was not properly served with the Court's last Order. The Court scheduled a status conference for December 11, 2017, directing the Corporate Defendants to obtain counsel and all Defendants to appear. The Court warned that their failure to follow the Court's Order may result in in recommendation to the District Court that a default judgment be entered against them. The Court directed me to serve said Order by personal service on Defendant Kim who is believed to be the owner of two corporate Defendants. (Dkt. No. 36 Exhibit J)

19. A certificate of service for the above-mentioned Order, serving the Order on the Defendants Il Taik Suhr and Haesun Suhr was filed on November 29, 2017.

20. Defendant Kim was served at two separate Corporate locations by personal service and the Affirmation of Service was filed on November 29, 2017 (See Exhibit K)

21. On December 11, 2017, none of the Defendants appeared. The Court directed the Plaintiff to move for default judgment and serve the Order on all Defendants (Dkt. 38. Exhibit L)

22. A certificate of service for the above-mentioned Court Order, serving on all Defendants were filed on December 15, 2017 (Dkt. No. 39).

**Statement of Facts Supporting Entry of Judgment**

23. A copy of the Answer to the Court's Interrogatories for Plaintiff Jasoon Lee and Sook Hee Kim are attached as Exhibit M.

**Plaintiffs are Entitled to Judgment by Default**

24. The Defendants were warned by the Court on five separate occasions, June 22, July 26, October 12, November 8 and finally on November 22, 2017 that a default judgment will be entered against them if they fail to appear before the Court. The Corporate Defendants were also directed to obtain new counsel since June 22, 2017, on per 5 separate Court Orders and their failure to do will result in a default judgment. Despite the Court's ample warnings, to this date, no counsel has been retained by the Corporate Defendants and yet none of the Defendants appeared.

25. Upon entry of a default, the Court may award damages based upon evidence submitted through affidavits and exhibits, or by an evidentiary hearing. *Cement & Concrete Workers, Dist. Council Welfare Fund v. Metro Foundation Contractors, Inc.* 699 F.3d 230, 234 (2d Cir. 2012). In the instant case, the Plaintiffs have already testified by answering the Court's Interrogatories. Based on their testimonies and the damage chart, a hearing is nor necessary to find that the Plaintiffs are entitled to the damages asserted.

**Plaintiff's Damages Calculation**

26. Annexed as Exhibit N is a chart setting forth the damages Plaintiffs are entitled to recover. The total damages for Plaintiff Jasoon Lee is \$37,729. 03 and Plaintiff Sook Hee Kim is \$28,817.60.

27. In the Damage Chart, the Plaintiffs' wages were taken from the documents that the Defendants produced showing the weekly wages that they earned. Due to the fact that the

Defendants did not record the exact hours that the Plaintiffs worked in violation of the FLSA and the NYLL's records keeping requirements, the number of hours are based on the Defendants' operational hours of the nail salon where the Plaintiffs worked. Plaintiffs were paid on a daily wages and the total amount of wages per week was determined by multiplying their daily wages by the number of days that they worked. For instance, Plaintiff Lee was paid \$140 per day, therefore, if she worked 4 days in a given week, she took home \$560 per week. Plaintiffs were not paid overtime hours for the hours that they worked in excess of 40 hours per week. It is the Defendants' contention that the Plaintiffs earned tips. However, no requisites for taking the tip credit were satisfied by the Defendants, such as providing the Plaintiffs with a Notice of Pay and keeping records of the tips earned. Under these circumstances, the Defendants were not entitled to a "tip credit". In addition, each Plaintiff is entitled to statutory penalty of \$5,000 for the Defendants failure to provide a Notice of Pay setting forth the hourly rate, overtime rate and the tip credit as well as \$5,000 maximum statutory penalty for the Defendants' failure to provide a weekly wage statement.

**Liquidated Damaged:** Liquidated damages of 100% of the unpaid wages under the FLSA is mandatory. See 29 U.S.C § 21(b). In this action, the Defendants failed to defend themselves and have not proven that the non-payment of the proper wages were not willful. Therefore, the Plaintiffs are entitled to the liquidated damages.

**Attorney's Fees and Costs**

28. The FLSA and the New York Labor Law both contain fee-shifting provisions for actions to recover unpaid wages. 29 U.S.C. § 216 (b) ("The court in such action shall, in addition to any judgment awarded to the Plaintiff allow a reasonable attorney's fee to be paid by the defendant, and costs of the action"); N.Y. Labor Law § 663(1).

29. Plaintiffs incurred costs and attorneys' fees in pursuing this action, and seeks an award of reasonable attorneys' fees and costs.

30. The costs are total of Four Thousand Two Hundred TwentyThree Dollars and Forty Cents (\$4,223.40) (See Exhibit O) and

31. The attorneys who worked on the case is the Law Offices of Diane H. Lee. I am the principal of the firm and have been in practice since 1992. From 1992 to 2002, I was a field attorney with the National Labor Relations Board. From June of 2003 until presently, I have been the principal for the Law Offices of Diane H. Lee. Approximately 80 to 85 percent of my firm's cases are Wage and Hour cases, handling wage and hour cases on both state and federal courts as well as the Labor Standards matter before the New York and New Jersey State Labor Standards as well as the U. S. Department of Labor cases. My regular billing rate is \$350 per hour as reflected in Exhibit O. The total amount of the attorney's fees so far is \$38,616.62.

#### Conclusion

32. Base on the above information and exhibits, Plaintiffs assert and the records supports a judgment against the Defendants in favor of them in the total of \$87,546.63 for unpaid wages, liquidated damaged and the penalties for the Notice of Pay violation (\$5,000 per Plaintiff) and the Defendants' failure to provide a weekly wage statement, at a maximum penalty of \$5,000 for every week that they were not provided with a copy of their wage statement.

33. Additionally, the Plaintiffs are entitled to \$42, 840.09 in attorney's fees and costs.

34. As shown herein, no inquest is necessary when, as in the present case, the Court has before it the proper measure of damages and evidence submitted by the Plaintiffs that allow damaged to be calculated with reasonable certainty.

35. No part of the judgment sought has been paid.

36. Sufficient definitive information and documentation is provided such that the amount provided for in the proposed judgment can be calculated, based upon the allegations contained in the Complaint, and supplemented by the Plaintiff's Answers to the Court's Interrogatories.

37. Plaintiffs also make a request for interest on the principal amount of the judgment not to exceed 16% as per statutory interest for unpaid wages under the NYLL.

38. Plaintiffs also request that the judgement provide that if any amounts remain unpaid upon the expiration of ninety days following the issuance of judgment, or ninety days after expiration of the time to appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by 15%, as required by NYLL § 198(4).

39. The calculations made in arriving at the proposed judgment amount are set forth in the damages chart itself and the Plaintiff's Answers to the Court's Interrogatories.

40. For the reasons stated above and in the accompanying declarations and exhibits, the Plaintiffs' Motion for default judgment should be granted.

41. I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, NY  
January 11, 2018



Diane H. Lee [DL3170]  
The Law Offices of Diane H. Lee  
158 Linwood Plaza Suite 308-310  
Fort Lee, NJ 07024

16 W. 32<sup>nd</sup> Street Suite 305  
New York, NY 10001  
Telephone: 201-363-0101  
201-482-8797  
Facsimile: 888-908-3660  
E-Mail: [dlee@dhllaw.com](mailto:dlee@dhllaw.com)  
*Attorney for Plaintiffs*

## **EXHIBIT A**

Diane Lee [DL-3170]  
The Law Offices of Diane Lee, P.C.  
158 Linwood Plaza, Suite 308-310  
Fort Lee, New Jersey 07024  
(201)363-0101  
Attorney for Plaintiffs

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

**JASOON LEE, SOOK HEE KIM, individually and  
on behalf of others similarly situated,**

Plaintiffs

**COMPLAINT**

**-against-**

**75 OSCAR NAILS AND SPA, CORP, d/b/a  
OSCAR NAILS, COVERT NAILS, INC. d/b/a  
COVERT NAILS, HAESUN SUH, ILTAK SUH,  
YONGKI "PAUL" KIM AND CHONGKYUNG KIM  
JOHN DOE AND JANE DOE**

**COLLECTIVE ACTION  
UNDER 29 U.S.C. § 216(b)**

**ECF Case**

**Defendants**

-----X

Plaintiffs Jasoon Lee and Sook Hee Kim ("Plaintiff Lee and Plaintiff Kim"), individually and on behalf of others similarly situated ("Plaintiffs") by and through their attorney, The Law Offices of Diane Lee, P.C. file this Complaint against defendants 75 Oscar Nails and Spa Corp. d/b/a Oscar Nails ("Oscar Nails") and Covert Nails, Inc. d/b/a Covert Nails ("Covert Nails"), or collectively, "Corporate Defendants", Hae Sun Suh, Iltaek Suh, Yongki "Paul" Kim and Chongkyung Kim (collectively, "individual Defendants"), (the Corporate Defendants and Individual Defendants are collectively referred to as "Defendant"), and state as follows:

#### **INTRODUCTION**

1. This is an action brought by Plaintiffs on their own behalf and on behalf of all other similarly situated employees, alleging violations of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 201, *et seq.* ("FLSA"), and the New York Labor Law, arising from Defendants' failure to pay proper minimum wages, overtime compensation, and "spread of hours" premium.

2. Upon information and belief, Defendants have willfully and intentionally committed widespread violations of the FLSA and New York Labor Law by engaging in a pattern of practice of failing to pay minimum wages, overtime compensation, and “spread of hours” premium.
3. Plaintiffs allege that, pursuant to the FLSA, they are entitled to recover from the Defendants: (a) unpaid minimum wages; (b) unpaid overtime compensation; (c) liquidated damages; (d) prejudgment and post-judgment interest; and (e) attorneys’ fees and costs.
4. Plaintiffs further allege that, pursuant to the New York Labor Law, they are entitled to recover from the Defendants; (a) unpaid minimum wages; (b) unpaid overtime compensation; (c) unpaid “spread of hours” premium; (d) liquidated damages and civil penalties pursuant to the New York Labor Law and the New York State Wage Theft Prevention Act; (e) pre judgment and post-judgment interest; and (f) attorneys’ fees and costs.

#### **JURISDICTION AND VENUE**

5. This Court has jurisdiction over this controversy pursuant to 23 U.S.C. §216(b), 28 U.S.C. §§ 1331, 1337 and 1343, and has supplemental jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. § 1337.
6. Venue is proper in the Eastern District pursuant to 28 U. S. C. § 1331 because the conduct making up the basis of the complaint took place in this judicial district.

#### **PARTIES**

7. Plaintiff Lee is a resident of Queens County, New York.
8. Plaintiff Kim is a resident of Nassau County of New York.
9. Corporate Defendant 75 Oscar Nails and Spa is a domestic business corporation organized under the laws of the State of New York, with a principal place of business at 51 Covert Avenue Floral Park, New York 11001.
10. Since in or about July 2004, defendant Oscar Nails has owned and operated a nail salon known as Oscar Nails.

11. Corporate Defendant Covert Nails is a domestic corporation organized under the laws of the State of New York with a principal place of business at 57 Covert Avenue Floral Park, NY 11001.
12. Since in or about July 2006, defendant Covert Nails has owned and operated a nail salon known as Covert Nails.
13. Oscar Nails and Covert Nails are located within the same block on Covert Avenue Floral Park, New York.
14. Upon information and belief, each of the Corporate Defendants – jointly and/or individually – were and continue to be, “enterprises engaged in commerce” within the meaning of FLSA in that they (i) have and have had employees engaged in commerce or in the production of goods and commerce or in the production of goods for commerce, or that handle, sell, or otherwise work on goods or materials that have been moved in or produced for commerce, and (ii) have and have had an annual gross volume of sales of not less than \$500,000 since at least 2012.
15. Defendant Chongkyung Kim, is the owner, shareholder, officer, director, supervisor, managing agent, and proprietor of Oscar Nails who actively participated, and continues to actively participate in the day-to-day operations of both Oscar Nails and Covert Nails and acted intentionally and maliciously and is an employer pursuant to the FLSA, 29 U.S.C §203(d) and Regulations promulgated thereunder, 29 C.F.R. § 791.2, as well as New York Labor Law § 2 and the Regulations thereunder, and is jointly and severally liable with Covert Nails and Oscar Nails.
16. Defendant Yongki “Paul” Kim is the owner, shareholder, officer, director, supervisor, managing agent, and proprietor of Oscar Nails who actively participated, and continues to actively participate in the day-to-day operations of both Oscar Nails and Covert Nails and acted intentionally and maliciously and is an employer pursuant to the FLSA, 29 U.S.C §203(d) and Regulations promulgated thereunder, 29 C.F.R. § 791.2, as well as New York Labor Law § 2 and the Regulations thereunder, and is jointly and severally liable with Covert Nails and Oscar Nails.
17. Defendant Haesun Suh is the owner, shareholder, officer, director, supervisor, managing agent, and proprietor of Oscar Nails who actively participated, and continues to actively participate in

the day-to-day operations of both Oscar Nails and Covert Nails and acted intentionally and maliciously and is an employer pursuant to the FLSA, 29 U.S.C §203(d) and Regulations promulgated thereunder, 29 C.F.R. § 791.2, as well as New York Labor Law § 2 and the Regulations thereunder, and is jointly and severally liable with Covert Nails and Oscar Nails.

18. Defendant Iltak Suh is the owner, shareholder, officer, director, supervisor, managing agent, and proprietor of Oscar Nails who actively participated, and continues to actively participate in the day-to-day operations of both Oscar Nails and Covert Nails and acted intentionally and maliciously and is an employer pursuant to the FLSA, 29 U.S.C §203(d) and Regulations promulgated thereunder, 29 C.F.R. § 791.2, as well as New York Labor Law § 2 and the Regulations thereunder, and is jointly and severally liable with Covert Nails and Oscar Nails.
19. The individual Defendants each exercised control over the terms and conditions of Plaintiffs' employment in that they had and have had the power to: (i) hire and fire employees, (ii) determine rates and methods of pay, (iii) determine work schedules, (iv) supervise and control the work of employees, and (v) otherwise affect the quality of the employees' employment.
20. The individual defendants are present on the premises of Oscar Nails and Covert Nails on a daily basis, actively supervise the work of the employees, and mandate that all issues concerning the employees' employment – including the hours worked and pay received – be authorized or approved by them.
21. Upon information and belief, during the most recent three (3) years, Defendant Oscar Nails was, and continues to be, an "enterprise engaged in commerce" within the meaning of the FLSA in that it (i) has and has had employees engaged in commerce or in the production of goods for commerce, or that handle, sell, or otherwise work in goods or materials that have been moved in or produced for commerce and provided services, and (ii) has and has had an annual volume of sales of not less than \$500,000.
22. Upon information and belief, during the most recent three (3) years, Defendant Covert Nails was, and continues to be, an "enterprise engaged in commerce" within the meaning of the FLSA in

that it (i) has and has had employees engaged in commerce or in the production of goods for commerce, or that handle, sell, or otherwise work in goods or materials that have been moved in or produced for commerce and provided services, and (ii) has and has had an annual volume of sales of not less than \$500,000.

23. Defendants employed Plaintiffs in Nassau County, New York to work as manicurists for the Defendants' nail salons and spas.
24. The work performed by Plaintiffs was directly essential to the business operated by Defendants.
25. Defendants knowingly and willfully failed to pay Plaintiffs their lawfully earned overtime compensation in direct contravention of the FLSA and New York Labor Law.
26. Defendants knowingly and willfully failed to pay Plaintiffs their lawfully earned "spread of hours" premium in direct contravention of the New York Labor Law.
27. Plaintiffs have satisfied all conditions precedent to the institution of this action, or such conditions have been waived.

#### **STATEMENT OF FACTS**

28. Plaintiff Lee began working for the Defendants in or about July 2007 as a manicurist and continuously worked in the same capacity until on or about October 16, 2014 at the Defendants' 51 Covert Avenue location.
29. During the course of Plaintiff Lee's employment, she also worked as a manicurist in the Defendants' 57 Covert Avenue location.
30. From the beginning of her employment, and continuing through the end of her employment, a) Plaintiff Lee worked 56 hours a week from May to October and Defendants paid her \$560 per week; b) from November to April, Plaintiff worked 42 hours a week and Defendants paid her \$420 per week; c) For June and July of 2012, Plaintiff Lee worked 70 hours per week and Defendants paid her \$700 per week.

31. During the entire period of her employment, Plaintiff Lee did not receive proper minimum wages or overtime compensation. During this period, work performed above forty (40) hours per week also was not paid at the statutory rate of time and one half- as required by state and federal law.
32. Plaintiff Kim began working for the Defendants on or about May 17, 2006 as a manicurist and continuously worked in the same capacity until on or about October 16, 2014 at the Defendants' 51 Covert Avenue location.
33. During the course of Plaintiff Kim's employment, she also worked as a manicurist in the Defendants' 57 Covert Avenue location.
34. During the period of Plaintiff Kim's employment, a) she worked 50 hours a week from June to August; b) from September to May, Plaintiff Kim worked 45 hours a week; c) for all weeks that has a holiday, such as Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day, Plaintiff Kim worked 60 hours a week.
35. Plaintiff Kim was paid \$580 for 50 hours per week and \$530 for 45 hours of a week.
36. During the entire period of her employment, Plaintiff Kim did not receive proper minimum wages or overtime compensation. During this period, work performed above forty (40) hours per week also was not paid at the statutory rate of time and one half- as required by state and federal law.
37. Defendants are not entitled to take any "tip credits" under the federal and state law because they:
  - i) failed to properly provide notice to all tipped employees, including Plaintiffs that Defendants were taking a "tip credit", ii) failed to provide proper wage statements informing tipped employees, including Plaintiffs, of the amount of "tip credit" taken for each payment period, (iii) failed to keep proper records showing the amount of tips received each day and each week by tipped employees, and iv) failed to pay tipped employees the proper amount of minimum wages afforded to tipped employees, thereby rendering the "tip credit" in applicable.
38. Defendants knowingly and willfully operated their business with a policy of not paying either the FLSA minimum wage or the New York State minimum wage to Plaintiffs and other similarly situated employees.

39. Defendants knowingly and willfully operated their business with a policy of not paying Plaintiffs and other similarly situated employees either the FLSA overtime rate (of time and one-half) and New York State overtime rate (of time and one-half), in direct violation of the FLSA and New York Labor Law and the supporting federal and New York State Department of Labor Regulations.
40. Defendants knowingly and willfully operated their business with a policy of not paying Plaintiffs and other similarly situated employees “spread of hours” premium for each day that they worked a shift in excess of ten (10) hours, in direct violation of the New York Labor Law and the supporting New York State Department of Labor Regulations.
41. At all relevant times, upon information and belief, and during the course of Plaintiffs’ employment, the Defendants failed to maintain accurate and sufficient time and pay records.

#### **COLLECTIVE ACTION ALLEGATIONS**

42. Plaintiff bring this action individually and as class representatives on behalf of themselves and all other current and former non-exempt employees since March 31, 2009 to the entry of judgment in this case (the “Collective Action Period”), and who were compensated at rates less than the statutory minimum wage, less than time and one-half for all hours worked in excess of forty (40) hours per workweek (the “Collective Action Members”).
43. Upon information and belief, the collective action class is so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, the facts upon which the calculation of that number are presently within the sole control of the Defendants, upon information and belief, there are more than (40) Collective Action Members who worked for the Defendants during the Collective Action Period, most of whom would not likely to file individual suits because they lack adequate financial resources, access to attorneys, or knowledge of their claims. Therefore, Plaintiffs submit that this matter be certified as a collective action under the FLSA, 29 U.S.C. § 21(b).

44. Plaintiffs will fairly and adequately protect the interests of the Collective Action Members and have retained counsel that is experienced and competent in the fields of employment law and class action litigation. Plaintiffs have no interests that are contrary to or in conflict with those members of this collective action.

45. This action should be certified as a collective action because the prosecution of separate actions by individual members of this class would create risk of either inconsistent or varying adjudications with respect to individual members of the class, or adjudications with respect to individual members of the class that would as a practical matter be dispositive of the interests of the other members not parties to the adjudication, or substantially impair or impede their ability to protect their interests.

46. A collective action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable. Furthermore, inasmuch as the damages suffered by individual Collective Action Members may be relatively small, the expense and burden of individual litigation make it virtually impossible for the members of the collective action to individually seek redress for the wrongs done to them. There will be no difficulty in the management of this action as a collective action.

47. Questions of law and fact common to the members of the collective action predominate over questions that may affect only individual members because Defendants have acted on grounds generally applicable to all members. Among the common questions of law and fact common to Plaintiffs and the other Collective Action Members are;

- a. Whether the Defendants employed Plaintiffs and the Collective Action Members with the meaning of FLSA.
- b. Whether the Defendants failed to keep true and accurate time and pay records for all hours worked by Plaintiffs and the Collective Action Members;
- c. When proof of hours worked and pay received is sufficient where the employer fails in its duty to maintain wage and hour records;

- d. Whether the Defendants failed to pay Plaintiffs and the Collective Action Members statutory minimum wages;
- e. Whether the Defendants failed to pay Plaintiffs and the Collective Action Members overtime compensation for all hours worked in excess of forth (40) hours per workweek, in violation of FLSA and the regulations promulgated thereunder;
- f. Whether the Defendants' violations of the FLSA are willful as that terms is used within the context of FLSA; and;
- g. Whether the Defendants are liable for all damages claimed hereunder, including but not limited to compensatory, liquidated and statutory damages, interest, attorneys' fees, and costs and disbursements.

48. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a collective action.

49. Plaintiffs and others similarly situated have been substantially damaged by the Defendants' wrongful conduct.

#### **CLASS ACTION ALLEGATIONS**

50. Plaintiffs sue on their own behalf and on behalf of a class of persons under Rules 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure.

51. Plaintiffs bring their New York Labor Law claims on behalf of all persons who were employed by Defendants at any time since March 31, 2009 to the entry of judgment in this case (the "Class Period") who were non-exempt employees within the meaning of the New York Labor Law and have not been paid statutory minimum wages, overtime compensation, "spread of hours" premium.

52. Upon information and belief, the person the in Class identified herein are so numerous that joinder of all members is impracticable. Although the identity and precise number of such persons is unknown, and the facts upon which the calculation of that number may be ascertained are presently within the sole control of the Defendants, the Class consist of all non-managerial

current and former employees and, therefore, is so numerous that joinder is impracticable and most of whom would not likely to file individual suits because they lack financial resources, access to attorneys, or knowledge of claims.

53. The Claims of Plaintiffs are typical of the claims of the Class, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation, where individuals lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant.
54. The Defendants have acted on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.
55. Plaintiffs have committed themselves to pursuing this action and have retained counsel experienced in employment law and class action litigation.
56. Plaintiffs will fairly and adequately protect the interests of the NY Class member. Plaintiffs understand that, as class representatives, they assume a fiduciary responsibility to the Class and Collective Action Members to represent their interests fairly and adequately, and that they must consider their own interests, and that they may not favor their own interests over those of the Class or Collective Action Members.
57. Plaintiffs recognize that any resolution of a class action lawsuit, including any settlement or dismissal thereof, must be in the best interests of the Class and Collective Action Members. Plaintiffs understand that in order to provide adequate representation, they must remain informed of litigation developments and they understand that they may be called upon to testify in depositions and at trial.
58. Plaintiffs have the same interests in this matter as all other members of the class and Plaintiffs' claims are typical of the Class.
59. There are questions of law and fact common to the Class which predominate over any questions solely affecting the individual members of the Class, including but not limited to:

- a. Whether the Defendants employed Plaintiffs and the Class members within the meaning of the New York Labor Law;
- b. Whether the Defendants failed to keep true and accurate time and pay records for all hours worked by Plaintiffs and the Class members;
- c. What proof of hours worked and pay received is sufficient where the employer fails in its duty to maintain wage and hour records;
- d. Whether the Defendants failed to pay Plaintiffs and the Collective Action Members statutory minimum wages;
- e. Whether the Defendants failed to pay Plaintiffs and the Class members overtime compensation for all hours worked in excess of forty (40) hours per workweek, in violation of the New York Labor Law and regulations promulgated thereunder;
- f. Whether the Defendants failed to pay Plaintiffs and the Class members “spread of hours” premium for each day they worked a shift in excess of ten (10) hours, in violation of the New York Labor Law and the regulations promulgated thereunder;
- g. Whether the Defendants’ violations of the New York Labor Law and willful as that terms is used within the context of the New York Labor Law; and;
- h. Whether the Defendants are liable for all damages claimed hereunder, including but not limited to compensatory, liquidated and statutory damages, interest, costs, attorneys’ fees, and costs and disbursements.

#### **STATEMENT OF CLAIM**

#### **COUNT 1**

##### **[Violations of the Fair Labor Standards Act]**

60. Plaintiffs re-allege and re-aver each and every allegation and statement contained in paragraphs “1” through “59” of this Complaint as if fully set forth herein.
61. At all relevant times, upon information and belief, the Corporate Defendants were and continue to be an employer engaged in interstate commerce and/or the production of goods for commerce

within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a). Further, Plaintiffs and the Collective Action Members are covered individuals within the meaning of FLSA, 29 U.S.C. §§ 206(a) and 207(a).

62. At all relevant times, Defendants employed Plaintiffs and the Collective Action Members within the meaning of the FLSA.
63. Upon information and belief, during the most recent three (3) years, the Corporate Defendant has had gross revenues in excess of \$500,000.
64. Defendants had, and continue to have, a policy and practice of refusing to pay the statutory minimum wage to Plaintiffs and the Collective Action Members for hours worked. \$\$\$\$\$
65. Defendants willfully failed to pay Plaintiffs and the Collective Action Members minimum wages in the lawful amount for hours worked.
66. Plaintiffs and the Collective Action Members were entitled to be paid at the rate of time and one-half for all hours worked in excess of the maximum hours provided for in the FLSA.
67. Defendants failed to pay Plaintiffs and the Collective Action Members overtime compensation in the lawful amount for all hours worked in excess of the maximum hours provided for in the FLSA.
68. At all relevant times, Defendants had, and continue to have a policy and practice of refusing to pay overtime compensation at the statutory rate of time and one half to Plaintiffs and the Collective Action Members for all hours worked in excess of forty (40) hours per week, which violated and continues to violate the FLSA, 29 U.S.C. §§ 201, *et seq.*, including 29. U.S.C. §§ 207(a)(1) and 215(a).
69. Defendants knowingly and willfully disregarded the provisions of the FLSA as evidenced by their failure to compensate Plaintiffs and the Collective Action Members at the statutory minimum wages and the statutory overtime rate of time and one-half for all hours worked in excess of 40 (40) hours per week, when they knew or should have known such was due and that non-payment

of minimum wages, overtime compensation would financially injure Plaintiffs and the Collective Action Members.

70. As a result of the Defendants' failure to properly record, report, and/or compensate its employees, including Plaintiffs and the Collective Action Members, the Defendants have failed to make, keep and preserve records with respect to each of its employees sufficient to determine the wages, hours and other conditions and practices of employment in violation of the FLSA, 29 U.S.C. §§ 201, *et seq.*, including 29. U.S.C. §§ 211(c) and 215(a).
71. Defendants failed to properly disclose or apprise Plaintiffs and the Collective Action Members of their right under the FLSA.
72. As a direct and approximate result of Defendants' violation of the FLSA, Plaintiffs and Collective Action Members are entitled to liquidated damages pursuant to the FLSA.
73. Due to the reckless, willful and unlawful acts of the Defendants, Plaintiffs and the Collective Action Members suffered damages in an amount not presently ascertainable of unpaid minimum wages, unpaid overtime compensation, an equal amount as liquidated damages, and prejudgment interest thereon.
74. Plaintiffs and the Collective Action Members are entitled to an award of their reasonable attorneys' fees, costs and expenses, pursuant to 29 U.S.C. § 216(b).

## **COUNT II**

### **[Violation of the New York Labor Law]**

75. Plaintiffs re-allege and re-aver each and every allegation and statement contained in paragraphs "1" through "74" of this Complaint as if fully set forth herein.
76. At all relevant times, the Defendants employed Plaintiffs and the Class Members within the meaning of New York Labor Law § 2 and § 651.
77. Defendants knowingly and willfully violated the rights of Plaintiffs and members of the Class by failing to pay them minimum wages in the lawful amount for hours worked.

78. Defendants knowingly and willfully violated the rights of Plaintiffs and the Class members by failing to pay Plaintiffs and the Class members overtime compensation at the rate of time and one-half for each hour worked in excess of forty (40) hours in a workweek.
79. Employers are required to pay a “spread of hour” premium of one (1) additional hour’s pay at the statutory minimum hourly wage rate for each day where the spread of hours in an employee’s workday exceeds ten (10) hours. New York State Department of Labor Regulations §§ 137-1.7; 146-1.6
80. Defendants knowingly and willfully violated the rights of Plaintiffs and the Class members by failing to pay “spread of hour” premium to Plaintiffs and the Class Members for each day they worked a shift in excess of ten (10) hours pursuant to New York State Department of Labor Regulations.
81. Defendants failed to properly disclose or apprise Plaintiffs and the Class members of their rights under the New York Labor Law.
82. Defendants failed to furnish Plaintiffs and the Class members with a statement with every payment of wages listing gross wages, deductions and net wages, in contravention of New York Labor Law § 195(3) and New York State Department of Labor Regulations §§ 137-2.2, 146-2.3.
83. Defendants failed to keep true and accurate records of hours worked by each employee covered by an hourly minimum wage rate, the wages paid to all employees, and other similar information in contravention of New York Labor Law § 661.
84. Defendants failed to establish, maintain and preserve for not less than six (6) years payroll records showing the hours worked, gross wages, deductions, and net wages for each employee, in contravention of New York Labor Law §§ 194(4) and New York State Department of Labor Regulations §§ 137-2.1, 146-2-1.
85. Due to the Defendants’ New York Labor Law violations, Plaintiffs and the Class members are entitled to recover from Defendants their unpaid minimum wages, unpaid overtime

compensation, unpaid “spread of hours” premium, reasonable attorneys’ fees, and costs and disbursements of this action pursuant to New York Labor Law §§ 663(1), 198.

86. Plaintiffs and Class members are also entitled to liquidated damages pursuant to New York Labor Law § 663(1), as well as civil penalties and/or liquidated damages pursuant to the New York Theft Prevention Act.

### **COUNT III**

#### **VIOLATION OF THE NEW YORK STATE HUMAN RIGHTS LAW**

##### **(AGE DISCRIMINATION)**

87. Plaintiffs re-allege and re-aver each and every allegation and statement contained in paragraphs “1” through “86” of this Complaint as if fully set forth herein.

88. New York Executive Law § 296 3-a prohibits discrimination in the terms and conditions of employment on the basis of an individual age.

89. Plaintiff Lee is an employee and a qualified person within the meaning of the New York State Human Rights Law (“NYSHRL”) and Defendants are covered employers under the NYSHRL.

90. Defendants operated a business that discriminated against Plaintiff Lee in violation of the NYSHRL by subjecting Plaintiff Lee to a hostile work environment, in the form of constant harassment about her age.

91. Defendants knowingly and willfully violated the New York State Human Rights Laws, as amended, because Defendants terminated the employment of Plaintiff Lee on the basis of her age.

92. Due to Defendants’ violations under the New York State Human Rights Law, as amended, based on discrimination on the basis of age, Plaintiff Lee is entitled to recover from Defendants: (1) compensatory and punitive damages and (2) attorneys’ fees and costs.

### **COUNT IV**

#### **VIOLATION OF THE NEW YORK STATE HUMAN RIGHTS LAW**

##### **(AGE DISCRIMINATION)**

93. Plaintiffs re-allege and re-aver each and every allegation and statement contained in paragraphs "1" through "92" of this Complaint as if fully set forth herein.
94. New York Executive Law § 296 3-a prohibits discrimination in the terms and conditions of employment on the basis of an individual age.
95. Plaintiff Kim is an employee and a qualified person within the meaning of the New York State Human Rights Law ("NYSHRL") and Defendants are covered employers under the NYSHRL.
96. Defendants operated a business that discriminated against Plaintiff Kim in violation of the NYSHRL by subjecting Plaintiff Kim to a hostile work environment, in the form of constant harassment about her age.
97. Defendants knowingly and willfully violated the New York State Human Rights Laws, as amended, because Defendants terminated the employment of Plaintiff Kim on the basis of her age.
98. Due to Defendants' violations under the New York State Human Rights Law, as amended, based on discrimination on the basis of age, Plaintiff Kim is entitled to recover from Defendants: (1) compensatory and punitive damages and (2) attorneys' fees and costs.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs Lee and Kim on behalf of themselves and all similarly situated Collective Action Members and Class members respectfully requests that this Court grant the following relief:

- (a) An award of unpaid minimum wages due under the FLSA and New York Labor Law;
- (b) An award of unpaid overtime compensation due under the FLSA and New York Labor Law;
- (c) An award of unpaid "spread of hours" premium due under the New York Labor Law;
- (d) An award of liquidated damages as a result of the Defendants' failure to pay minimum wages, overtime compensation pursuant to 29 U.S.C. § 216;

- (e) An award of liquidated damages as a result of Defendants' failure to pay minimum wages, overtime compensation, "spread of hours" premium pursuant to the New York Labor Law and the New York State Wage Theft Prevention Act;
- (f) An award of civil penalties pursuant to the New York State Wage Theft Prevention Act;
- (g) An award of equitably tolling the statute of limitations period;
- (h) An award of prejudgment and post-judgment interest;
- (i) An award of costs and expenses associated with this action, together with reasonable attorneys' and expert fees; and
- (j) Such other and further relief as this Court determines to be just and proper.

**JURY DEMAND**

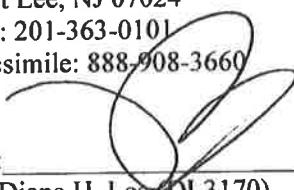
Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand trial by jury on all issues.

Dated: April 12, 2015

Respectfully submitted,

The Law Offices of Diane H. Lee, P.C.  
Attorney for Plaintiffs  
158 Linwood Plaza Suite 308-10  
Fort Lee, NJ 07024  
Tel: 201-363-0101  
Facsimile: 888-908-3660

By:

  
Diane H. Lee (DL3170)

## **EXHIBIT B**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

CIVIL CONFERENCE  
MINUTE ORDER

BEFORE: ANNE Y. SHIELDS  
U.S. MAGISTRATE JUDGE

DATE: 6/22/2017  
TIME: 11:00 AM  
FTR: 11:08-11:15

CASE: **CV 15-2064 (JMA) (AYS)** Lee et al v. 75 Oscar Nail and Spa, Corp., et al

TYPE OF CONFERENCE: STATUS

APPEARANCES: Plaintiff Diane Lee

Defendant Joshua Androphy(via telephone)

**THE FOLLOWING RULINGS WERE MADE:**

- Scheduling Order entered.
- Settlement conference scheduled for \_\_\_ in courtroom 830 of the Long Island Courthouse. Counsel shall comply with the undersigned's individual rules on settlement.
- Proposed settlement pending: By \_\_\_, each party shall notify the court by *ex parte* letter to chambers at (631) 712-5715 whether it accepts or rejects the proposed settlement. These letters will be kept confidential.
- The Joint Pretrial Order is accepted for filing and the action is deemed ready for trial.
- Other:

Defense Counsel's motion to withdraw [22] is granted. Defense Counsel is asserting a lien against Defendants. Defendants are given 30 days to obtain new representation.

Corporate Defendants are directed to obtain new counsel within 30 days as a pro se party cannot represent a corporation. If the corporate defendants do not obtain representation within 30 days they run the risk of a default judgment being entered against them.

The individual defendants are given 30 days to determine whether they will obtain counsel or go forward pro se.

On July 23, 2017, Defendants shall file a letter with this Court stating whether the individual defendants will be representing themselves pro se or have obtained new counsel. The letter shall also confirm that corporate defendants are now represented.

Outgoing defense counsel shall serve Defendants with a copy of this electronic order by certified mail, and file proof of service by 6/26/17.

SO ORDERED

/s/ Anne Y. Shields  
ANNE Y. SHIELDS  
United States Magistrate Judge

## **EXHIBIT C**

Il Taik Suhr  
22160 58<sup>th</sup> Ave. #2<sup>nd</sup> FL.  
Oakland Gardens, NY 11364

(JMA)(AYS)

FILED  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.

★ JUL 20 2017 ★

Hon. Magistrate Judge Anne Y. Shields  
100 Federal Plaza – Courtroom 830  
P.O. Box 820  
Central Islip, New York 11722

LONG ISLAND OFFICE

RECEIVED

July 13, 2017

JUL 21 2017

**Re: *Lee, et al. v. Oscar Nail and Spa, Corp. et al.* CV-15-2064**

EDNY PRO SE OFFICE

Dear Honorable Judge Shields:

I am writing in response to the Court's June 22, 2017 Order. I will be representing myself *pro se* in this matter going forward.

Sincerely,



Il Taik Suhr

cc: Diane H. Lee

## **EXHIBIT D**

**The Law Offices of Diane H. Lee, P.C.\***

**158 Linwood Plaza Suite 308  
Fort Lee, NJ 07024  
TEL: (201)363-0101  
(201) 482-8797  
FAX: 888-908-3660**

**16 W. 32nd Street Suite 305  
New York NY 10001  
TEL: (646) 661-5767**

**DLEE@DHLLAW.COM  
[www.thelawofficesofdianehlee.com](http://www.thelawofficesofdianehlee.com)**

**\*Member of NY and NJ Bars**

July 26, 2017

**ECF**

United States District Court  
Eastern District Court of New York  
100 Federal Plaza  
Central Islip, NY 11722  
Honorable Anne Y. Shields

Re: Lee et al v. 75 Oscar Nail and Spa, et. al  
15-cv-2064 (JMA)(AYS)

Dear Judge Shields:

My firm represents the Plaintiffs in this matter. On June 22, 2016, Your Honor granted the Defendants' Counsel's Motion to Withdraw and ordered the Corporate Defendants to obtain new counsel within thirty (30) days. With respect to the individual Defendants in this case, they were given thirty (30) days to, either obtain counsel or go forward pro se. Individual Defendants Il Taik Suhr and Haesun Sun Suhr, incorrectly spelled as Haesun and Il Tak Suh, in the Complaint, advised the Court on July 20 that they will proceed pro se. (Dkt. No. 27).

With respect to the Corporate Defendants 75 Oscar Nail and Spa Corp., d/b/a Oscar Nails, and 51 Covert Nail & Spa, Inc. d/b/a Covert Nails (possibly incorrectly named as Covert Nails, Inc.), no new counsel has contacted the undersigned nor s/he filed a notice of appearance with the Court.

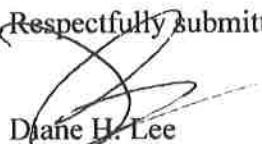
With respect to the individual Defendant Chongkyung Kim, whom I believe to be the owner of both Corporate Defendants, neither obtained new counsel nor advised the Court her intent to appear pro se.

In light of the Corporate Defendants' failure to obtain counsel within thirty (30) days from Your Honor Order dated June 22, 2017, I respectfully request Your Honor to enter a default judgment against the Corporate Defendants and allow me to proceed the case against Defendants Haesun Suhr and Il Taik Suhr.

With respect to Individual Defendant Chongkyung Kim, I respectfully request Your Honor to impose sanctions on Defendant Kim for failure to follow Your Honor's Order. I will proceed the case against Individual Defendant Kim.

I thank the Court for its attention to this matter.

Respectfully submitted,



Diane H. Lee

Attorneys for Plaintiffs

cc: Mr. Il Taik Suhr and Mrs. Haesun Suhr  
22160 58<sup>th</sup> Avenue 2<sup>nd</sup> Fl.  
Oakland Gardens, NY 11364  
(By FEDERAL EXPRESS)

75 Oscar Nail and Spa Corp., d/b/a Oscar Nails  
51 Covert Avenue  
Floral Park, NY 11001  
(BY FEDERAL EXPRESS)

51 Covert Nail & Spa, Inc. d/b/a Covert Nails  
57 Covert Avenue  
Floral Park, NY 11001  
(BY FEDERAL EXPRESS)

Chongkyung Kim  
153 Tulip Ave  
Floral Park, NY 11001  
(BY FEDERAL EXPRESS)

## **EXHIBIT E**

----- Forwarded Message -----

**From:** "ecf\_bounces@nyed.uscourts.gov" <ecf\_bounces@nyed.uscourts.gov>  
**To:** nobody@nyed.uscourts.gov  
**Sent:** Wednesday, July 26, 2017 5:06 PM  
**Subject:** Activity in Case 2:15-cv-02064-JMA-AYS Lee et al v. 75 Oscar Nail and Spa, Corp, et al Pretrial Order

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

\*\*\*NOTE TO PUBLIC ACCESS USERS\*\*\* Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court  
Eastern District of New York

### Notice of Electronic Filing

The following transaction was entered on 7/26/2017 at 5:05 PM EDT and filed on 7/26/2017

**Case Name:** Lee et al v. 75 Oscar Nail and Spa, Corp, et al

**Case Number:** 2:15-cv-02064-JMA-AYS

**Filer:**

**Document Number:** No document attached

**Docket Text:**

**Electronic ORDER:** As Corporate Defendants cannot represent themselves pro se, they must obtain representation. Corporate Defendants 75 Oscar Nails and Spa, Corp. and Covert Nails, Inc. have not complied with Judge Shields' Minute Order dated 6/22/17, which directed the Corporate Defendants to obtain representation within 30 days, and to confirm that they have obtained representation by July 23, 2017. As such, the Court now directs Corporate Defendants 75 Oscar Nails and Spa, Corp. and Covert Nailsc Inc. to (1) obtain representation by 8/25/17, and (2) to submit a letter to this Court by 9/1/17 confirming that the Corporate Defendants are now represented. Corporate Defendants 75 Oscar Nails and Spa, Corp. and Covert Nails, Inc. are warned that failure to comply with this order may result in this Court's recommendation to the District Court that default judgment be entered against them. Plaintiff is directed to serve all pro se Defendants a copy of this electronic order and file proof of service no later than 7/28/17. So Ordered by Magistrate Judge Anne Y. Shields on 7/26/2017. (Casalini, Rosalinde)

**2:15-cv-02064-JMA-AYS Notice has been electronically mailed to:**

Diane Hwakyung Lee dlee@dhllaw.com

Robin Gise rgise@jamsadr.com

**2:15-cv-02064-JMA-AYS Notice will not be electronically mailed to:**

75 Oscar Nails and Spa, Corp

Covert Nails, Inc.

Chongkyung Kim

Haesun Suh  
22160 58th Ave  
#2nd Fl.  
Oakland Gardens, NY 11364

Iltak Suh

## **EXHIBIT F**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

JASOON LEE, SOOK HEE KIM, individually and  
on behalf of others similarly situated,

Plaintiffs,

Case No.: 15-cv-02064

-against-

**CERTIFICATE OF SERVICE**

75 OSCAR NAILS AND SPA, CORP, d/b/a  
OSCAR NAILS, COVERT NAILS, INC. d/b/a  
COVERT NAILS, HAESUN SUH, ILTAK SUH,  
YONGKI "PAUL" KIM AND CHONGKYUNG KIM  
JOHN DOE AND JANE DOE

Defendants.

-----X

Diane H. Lee, an attorney duly admitted in the State of New York and in this Court, hereby certifies:

On July 27, 2017, I caused to be served Court's Orders dated July 26, 2017 (Dkt. No., 28) via Certified Mail to the Defendants at the addressed below. (See Exhibit A)

75 Oscar Nail & Spa Corp.  
d/b/a Oscar Nails  
51 Covert Avenue  
Floral Park, NY 11001

51 Covert Nail & Spa, Inc.  
d/b/a Covert Nails  
57 Covert Avenue  
Floral Park, NY 11001

Chongkyung Kim  
153 Tulip Avenue  
Floral Park, NY 11001

Il Taik Suhr and Haesun Suhr  
22160 58<sup>th</sup> Avenue, 2<sup>nd</sup> Fl.  
Oakland Gardens, NY 11364

Additionally, I served the aforementioned Orders to Il Taik Suhr and Haesun Suhr at the email address [PHILLIPSUHR@GMAIL.COM](mailto:PHILLIPSUHR@GMAIL.COM).

Dated: Fort Lee, New Jersey  
July 27, 2017



Diane H. Lee [DL3170]  
The Law Offices of Diane H. Lee  
158 Linwood Plaza Suite 308-310  
Fort Lee, NJ 07024

## **EXHIBIT G**

**The Law Offices of Diane H. Lee, P.C.\***

**158 Linwood Plaza Suite 308  
Fort Lee, NJ 07024  
TEL: (201)363-0101  
(201) 482-8797  
FAX: 888-908-3660**

**16 W. 32nd Street Suite 305  
New York NY 10001  
TEL: (646) 661-5767**

**DLEE@DHLLAW.COM  
www.thelawofficesofdianelee.com**  
**\*Member of NY and NJ Bars**

September 13, 2017

**ECF**

United States District Court  
Eastern District Court of New York  
100 Federal Plaza  
Central Islip, NY 11722  
Honorable Anne Y. Shields

Re: Lee et al v. 75 Oscar Nail and Spa, et. al  
15-cv-2064 (JMA)(AYS)

Dear Judge Shields:

My firm represents the Plaintiffs in this matter. On July 26, 2016, Your Honor ordered the Corporate Defendants to obtain representation within thirty (30) days and to confirm by August 25, 2017 that they have done so in a letter to be submitted by September 1, 2017. Your Honor warned the Corporate Defendants that failure to comply with said Order may result in the Court's recommendation to the District Court that default judgment be entered against them. Your Honor's Order was served on the Corporate Defendants on July 27 and the Certificate of Service was filed by the undersigned on July 27, 2017 (Dkt. No.29).

To this date, the Corporate Defendants have not obtained representation and I have not been contacted by an attorney on behalf of the Corporate Defendants. Individual Defendant Chongkyung Kim, who is the owner of two nail salons where the Plaintiffs worked, also has not obtained representation and failed to appear pro se.

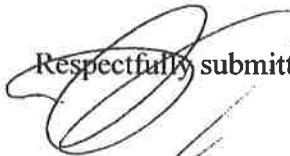
On August 2, my firm served the Plaintiffs' Interrogatories and Document Request on all Defendants and two Corporate Defendants and Defendant Chongkyung Kim have failed to respond to the Plaintiffs' discovery demand. It has been represented to me that Defendant Chongkyung Kim is still operating two nail salons that the Plaintiffs worked.

Case 2:15-cv-02064-JMA-AYS Document 30 Filed 09/13/17 Page 2 of 2 PageID #: 175

The remaining individual Defendants, Haesun Suhr and Il Taik Suhr are appearing pro se and they have responded to the Plaintiffs' discovery demand, albeit their responses are woefully insufficient.

In light of the Corporate Defendants' failure to obtain counsel within thirty (30) days from Your Honor Order dated June 22, 2017, and again Your Honor's repeated Order to do the same, I respectfully request Your Honor to enter a default judgment against the Corporate Defendants and impose monetary sanctions for their failure to obey the Court's Orders twice.

I thank the Court for its attention to this matter.



Respectfully submitted,

Diane H. Lee  
Attorneys for Plaintiffs

cc: Mr. Il Taik Suhr and Mrs. Haesun Suhr  
22160 58<sup>th</sup> Avenue 2<sup>nd</sup> Fl.  
Oakland Gardens, NY 11364  
(BY EMAIL: PHILLIPSUHR@GMAIL.COM)

75 Oscar Nail and Spa Corp., d/b/a Oscar Nails  
51 Covert Avenue  
Floral Park, NY 11001  
(BY FEDERAL EXPRESS)

51 Covert Nail & Spa, Inc. d/b/a Covert Nails  
57 Covert Avenue  
Floral Park, NY 11001  
(BY FEDERAL EXPRESS)

Chongkyung Kim  
153 Tulip Ave  
Floral Park, NY 11001  
(BY REGULAR MAIL)

## **EXHIBIT H**

**From:** "ecf\_bounces@nyed.uscourts.gov" <ecf\_bounces@nyed.uscourts.gov>  
**To:** nobody@nyed.uscourts.gov  
**Sent:** Thursday, October 12, 2017 12:25 PM  
**Subject:** Activity in Case 2:15-cv-02064-JMA-AYS Lee et al v. 75 Oscar Nail and Spa, Corp, et al Scheduling Order

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

\*\*\*NOTE TO PUBLIC ACCESS USERS\*\*\* Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

**U.S. District Court**  
**Eastern District of New York**

### **Notice of Electronic Filing**

The following transaction was entered on 10/12/2017 at 12:24 PM EDT and filed on 10/12/2017

**Case Name:** Lee et al v. 75 Oscar Nail and Spa, Corp, et al

**Case Number:** 2:15-cv-02064-JMA-AYS

**Filer:**

**Document Number:** No document attached

**Docket Text:**

**Electronic ORDER re[30]: To date 75 Oscar Nails and Spa, Corp. and Covert Nails, Inc. have not responded to this Court's orders directing them to obtain representation and submit a letter to the Court. See DE [25]; Electronic Order dated 7/26/17. Individual Defendant Chongkyung Kim has also failed to comply with this Court's order to submit a letter to this Court. DE[25]**

**This Court will hold a Status Conference on 11/2/2017 at 11:00 AM in Courtroom 830 before Magistrate Judge Anne Y. Shields. Counsel and all pro se Defendants are directed to appear at the status conference. As Haesun Suhr and Il Taik Suhr are appearing pro se, they must attend the status conference.**

**Corporate Defendants 75 Oscar Nails and Spa, Corp. and Covert Nails, Inc. are directed to obtain counsel prior to the status conference, and further directed to appear at the status conference with counsel. 75 Oscar Nails and Spa, Corp. and Covert Nails, Inc. are warned that that failure to appear at the conference with counsel may result in a recommendation to the District Court that a default judgment be entered against them.**

**The Court additionally directs Defendant Chongkyung Kim to appear at the conference on 11/2/2017 at 11:00 AM. Chongkyung Kim is warned that failure to appear may result in a recommendation to the District Court that a default judgment be entered against Chongkyung Kim.**

**Plaintiff is directed to serve all pro se Defendants with a copy of this electronic Order by certified mail, and file proof of service by 10/16/17. So Ordered by Magistrate Judge Anne Y. Shields on 10/12/2017. (Casalini, Rosalinde)**

**2:15-cv-02064-JMA-AYS Notice has been electronically mailed to:**

Diane Hwakyung Lee dlee@dhllaw.com

Robin Gise rgise@jamsadr.com

**2:15-cv-02064-JMA-AYS Notice will not be electronically mailed to:**

75 Oscar Nails and Spa, Corp

Covert Nails, Inc.

Chongkyung Kim

Haesun Suh  
22160 58th Ave  
#2nd Fl.  
Oakland Gardens, NY 11364

Iltak Suh

## **EXHIBIT I**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

BEFORE: ANNE Y. SHIELDS  
U.S. MAGISTRATE JUDGE

**CIVIL CONFERENCE  
MINUTE ORDER**

DATE: 11/8/2017  
TIME: 11:00 AM  
FTR: 11:40-11:50

CASE: **CV 15-2064 (JMA) (AYS)** Lee et al v. 75 Oscar Nail and Spa, Corp., et al

TYPE OF CONFERENCE: STATUS

APPEARANCES: Plaintiff Diane Lee

Defendant No Appearance

**THE FOLLOWING RULINGS WERE MADE:**

- Scheduling Order entered.
- Settlement conference scheduled for \_\_ in courtroom 830 of the Long Island Courthouse. Counsel shall comply with the undersigned's individual rules on settlement.
- Proposed settlement pending: By \_\_, each party shall notify the court by *ex parte* letter to chambers at (631) 712-5715 whether it accepts or rejects the proposed settlement. These letters will be kept confidential.
- The Joint Pretrial Order is accepted for filing and the action is deemed ready for trial.

Other:

Plaintiffs' counsel appeared at the status conference; however, none of the Defendants appeared. After waiting approximately 45 minutes, the Court called the case.

Plaintiffs' Counsel advised the Court that the correct name of Covert Nails is 54 Covert Nails. Plaintiffs' Counsel additionally advised the Court that she was advised by pro se Defendants Haesun Suhr and Il Taik Suhr that they were sick and could not attend the conference. However, neither pro se Defendant contacted this Court.

This Court will hold a Telephone Conference on 11/22/2017 at 11:00 AM. Counsel and all Defendants are directed to call in to the telephone conference.

As Haesun Suhr and Il Taik Suhr are appearing pro se, they must call in to the telephone conference on 11/22/17. Haesun Suhr and Il Taik Suhr are warned that failure to call in to the telephone conference may result in a recommendation to the District Court that a default judgment be entered against them.

Corporate Defendants are directed to obtain counsel prior to the telephone conference, and such counsel must call in to the telephone conference on 11/22/17. Corporate Defendants are warned that that failure to have representation appear on their behalf at the telephone conference may

result in a recommendation to the District Court that a default judgment be entered against them.

The Court additionally directs Defendant Chongkyung Kim to call in to the telephone conference on 11/22/2017. Chongkyung Kim is warned that failure to call in to the telephone conference may result in a recommendation to the District Court that a default judgment be entered against Chongkyung Kim.

Plaintiff's Counsel must arrange the telephone conference and provide Defendants with the phone number to call to participate in the telephone conference. Plaintiff must file proof of service that Defendants were served with the telephone conference call information. If any of the Defendants have an issue calling into the telephone conference, they shall immediately call the Court at 631-712-5710.

Plaintiffs' Counsel is directed to serve all Defendants with a copy of this Order by certified mail, and file proof of service by 11/10/17.

SO ORDERED

/s/ Anne Y. Shields

ANNE Y. SHIELDS

United States Magistrate Judge

## **EXHIBIT J**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

CIVIL CONFERENCE  
MINUTE ORDER

BEFORE: ANNE Y. SHIELDS  
U.S. MAGISTRATE JUDGE

DATE: 11/22/2017  
TIME: 11:00 AM  
FTR: 11:34-11:41

CASE: **CV 15-2064 (JMA) (AYS)** Lee, et al v. 75 Oscar Nail and Spa, Corp., et al

TYPE OF CONFERENCE: TELEPHONE

APPEARANCES: Plaintiff Diane Lee

Defendant No Appearance

**THE FOLLOWING RULINGS WERE MADE:**

- Scheduling Order entered.
- Settlement conference scheduled for \_\_\_ in courtroom 830 of the Long Island Courthouse. Counsel shall comply with the undersigned's individual rules on settlement.
- Proposed settlement pending: By \_\_\_, each party shall notify the court by *ex parte* letter to chambers at (631) 712-5715 whether it accepts or rejects the proposed settlement. These letters will be kept confidential.
- The Joint Pretrial Order is accepted for filing and the action is deemed ready for trial.
- Other:

Plaintiff's counsel appeared by telephone; however, none of the defendants called in to the conference.

Plaintiff's counsel explained that due to a change in the corporate defendants' business names, the corporate defendants were not properly served with this Court's last order.

This Court will hold a further status conference on December 11, 2017 at 10:30am.

Corporate Defendants 75 Oscar Nails and Spa, Corp. and Covert Nails, Inc. are directed to obtain counsel prior to the status conference. Counsel for the corporate defendants must appear at the status conference on December 11, 2017 at 10:30am. 75 Oscar Nails and Spa, Corp. and Covert Nails, Inc. are warned that if they fail to have counsel represent them at the status conference, it may result in a recommendation to the District Court that a default judgment be entered against them.

The Court additionally directs Defendant Chongkyung Kim to appear at the conference on December 11, 2017 at 10:30am. Chongkyung Kim is warned that failure to appear may result in a recommendation to the District Court that a default judgment be entered against Chongkyung Kim.

As Haesun Suhr and Il Taik Suhr are appearing pro se, they must attend the status conference on December 11, 2017 at 10:30am. Pro Se Defendants are warned that failure to appear at the conference may result in a recommendation to the District Court that a default judgment be entered against them.

Plaintiff is directed to serve this order by personal service upon Corporate Defendants 75 Oscar Nails and Spa, Corp. and Covert Nails, Inc., and Individual Defendant Chongkyung Kim, and file proof of service by 11/28/17.

Plaintiff is further directed to serve pro se Defendants Haesun Suhr and Il Taik Suhr by certified mail, and file proof of service by 11/28/17.

SO ORDERED

/s/ Anne Y. Shields  
ANNE Y. SHIELDS  
United States Magistrate Judge

## **EXHIBIT K**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

X

JASOON LEE, SOOK HEE KIM, individually and  
on behalf of others similarly situated,

Plaintiff,

Affirmation of Service

-against-

75 OSCAR NAILS AND SPA, CORP, d/b/a  
OSCAR NAILS, COVERT NAILS, INC. d/b/a  
COVERT NAILS, HAESUN SUH, ILTAK SUH,  
YONGKI "PAUL" KIM AND CHONGKYUNG KIM  
JOHN DOE AND JANE DOE Defendant.

15 CV 02064 ( )

X

I, Daniel Winters, declare under penalty of perjury that I have  
served a copy of the attached Civil Conference Minute Order dated 11/22/17  
upon Ms. Chongkyung Kim  
whose address is: 75 Covert Avenue Floral Park, NY

Dated: 11/29/17  
, New York

  
Signature

22 E. Quackenbush Ave  
Address  
Dumont, NJ 07628  
City, State, Zip Code

## **EXHIBIT L**

Case 2:15-cv-02064-JMA-AYS Document 38 Filed 12/11/17 Page 1 of 1 PageID #: 201

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

CIVIL CONFERENCE  
MINUTE ORDER

BEFORE: ANNE Y. SHIELDS  
U.S. MAGISTRATE JUDGE

DATE: 12/11/2017  
TIME: 10:30 AM  
FTR: 11:33-11:36

CASE: **CV 15-2064 (JMA) (AYS)** Lee et al v. 75 Oscar Nail and Spa, Corp, et al

TYPE OF CONFERENCE: STATUS

APPEARANCES: Plaintiff Diane Lee

Defendant No Appearance

**THE FOLLOWING RULINGS WERE MADE:**

- Scheduling Order entered.
- Settlement conference scheduled for \_\_\_ in courtroom 830 of the Long Island Courthouse. Counsel shall comply with the undersigned's individual rules on settlement.
- Proposed settlement pending: By \_\_\_, each party shall notify the court by *ex parte* letter to chambers at (631) 712-5715 whether it accepts or rejects the proposed settlement. These letters will be kept confidential.
- The Joint Pretrial Order is accepted for filing and the action is deemed ready for trial.
- Other: Plaintiff's attorney appeared at the conference; however, none of the Defendants appeared. After waiting approximately one hour, the Court called the case. Plaintiff's attorney stated that she served the Individual Defendants and Corporate Defendants with the Court's last minute order, which advised Defendants that they must appear at the status conference. Plaintiff's Counsel further stated that she has not received any communication from the Defendants. The Court directs Plaintiff to move for default judgment or discontinue the case by January 11, 2018. Plaintiff is directed to serve all Defendants with a copy of this order, and file proof of service by 12/14/17.

SO ORDERED

/s/ Anne Y. Shields  
ANNE Y. SHIELDS  
United States Magistrate Judge

## **EXHIBIT M**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

JASOON LEE and SOOK HEE KIM  
*individually and on behalf of others similarly  
situated,*

*Plaintiffs,*

-against-

ANSWER TO COURT'S  
INTERROGATORIES

75 OSCAR NAIL AND SPA CORP., d/b/a  
OSCAR NAILS, COVERT NAILS, INC.  
d/b/a COVERT NAILS, HAESUN SUH,  
ILTAK SUH, YONGKI "PAUL" KIM AND  
CHONGKYUNG KIM JOHN DOE AND  
JANE DOE,

*Defendants.*

-----X

**PLAINTIFF: Sook Hee Kim**

1. During what period of time did you work for the Defendant: I started working for the Defendants on or about May 17, 2006 and October 16, 2014 was by last day.
2. Who was your immediate supervisor?: My immediate supervisor was Mrs. Chongkyung Kim in the beginning. Towards the last 2 to 3 months of employment, Hae Sun Suh also supervised my work.
3. Did you have a regularly scheduled work period? If so, specify.: I worked fifty (50) hours a week, 4 days a week during the busy season, which is from June to August of every year. For the rest of the year, I worked 45 hours, 4 days per week.
4. What was your title or position? Briefly describe your job duties: My title was a nail technician and my job was to work on the customers' nails. I also performed "facials" for customers.
5. What was your regular rate of pay? : My wages were calculated on a daily basis. If I worked more hours in a given week, I would be paid more. My employer did not tell me how they computed my pay. For instance, if my regular hours were from 9:30 and to 7pm and if I worked until 11pm, my employer would pay be \$50 extra. I do not know how my employer computed my pay.

6. What is the nature of your claim (check all that apply)?

Off the clock work (Defendant failed to record, or prohibited you from recording, all of your working time);

Misclassification (Defendant mistakenly classified you as exempt from overtime);

Misclassification (Defendant failed to correctly calculate your compensation);

Other (Please describe);

7. Provide an accounting of your claim, including: Please see the attached chart

- (a) dates
- (b) regular hours worked
- (c) over-time hours worked
- (d) pay received versus pay claimed

**(e) total amount claimed: The attached chart does not include liquidated damages under the federal laws and New York state laws.**

8. If you have brought this case as a collective action:

- (a) Describe the class of employees you seek to include in this action: The employees who render services to customers for manicure, pedicure, waxing, facials foot and shoulder massage, including the nail technicians and helpers.
- (b) Has an opt-in notice been filed for every potential opt-in Plaintiff who has Identified himself or herself as a person who wishes to join this action?: No. Plaintiffs advised the Defendants' Counsel on May 18 that Plaintiffs intend to proceed this action as a collective action.

9. Please specify all attorney's fees and costs incurred to date. With respect to attorney's fees, please provide the hourly rate(s) sought and the number of hours expended by each person who has billed time to this case: Plaintiffs' counsel has expended 30 hours and 30 minutes at the rate of \$350 an hour and her paralegal spent 9 hours and 20 minutes at \$50 an hour for the computations. Therefore, the total amount of the attorneys' fees so far is Ten thousand Six Hundred Seventy Five Dollars (\$10,675), and Four Hundred Sixty Six Dollars and sixty Seven Cents (\$466.67) for the paralegal.

10. When did you (or your attorney) first complain to your employer about alleged violations of the FLSA? : After the Plaintiffs' employment ended with the Defendants.

11. Was this complaint written or oral? (If a written complaint, please attach a copy).: NA

12. What was your employer's response? (If a written response, please attach a copy): NA

STATE OF NEW YORK COUNTY OF QUEEN'S

BEFORE ME, the undersigned authority, on this day, personally appeared Sook Hee Kim, who being first duly sworn, deposes and says that he/she has read the foregoing Answers to Interrogatories, knows the contents of same, and to the best of his/her knowledge and belief, the same are true and correct.

SWORN TO AND SUBSCRIBED before me on this 24<sup>th</sup> day of May, 2016.

NOTARY  
PUBLIC

Signature of Person Taking Acknowledgement

Print Stephen K Kim

Name:

Title Notary Public

STEPHEN K. KIM  
Notary Public, State of New York  
No. 01K14995075

Serial No. (if any):

Qualified in Queens County

Commission Expires: Commission Expires 04/20/2018

NOTARY STAMP

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

JASOON LEE and SOOK HEE KIM  
*individually and on behalf of others similarly  
situated,*

*Plaintiffs,*

-against-

**ANSWER TO COURT'S  
INTERROGATORIES**

75 OSCAR NAIL AND SPA CORP., d/b/a  
OSCAR NAILS, COVERT NAILS, INC.  
d/b/a COVERT NAILS, HAESUN SUH,  
ILTAK SUH, YONGKI "PAUL" KIM AND  
CHONGKYUNG KIM JOHN DOE AND  
JANE DOE,

*Defendants.*

-----X

**PLAINTIFF: Ja Soon Lee**

1. During what period of time did you work for the Defendant: I started working for the Defendants at the end of July 2007 and October 20, 2014 was my last day.
2. Who was your immediate supervisor?: My immediate supervisor was Mrs. Chongkyung Kim in the beginning. Towards the last 2 to 3 months of employment, Hae Sun Suh also supervised my work.
3. Did you have a regularly scheduled work period? If so, specify: I worked fifty (56) hours a week, 4 days a week during the busy season, which is from around May to October of every year. For the rest of the year, I worked 42 hours, 3 days per week.
4. What was your title or position? Briefly describe your job duties: My job was to do manicure, pedicure, foot and shoulder massages.
5. What was your regular rate of pay? : My wages were calculated on a daily basis. My daily rate was \$140 for the entire period of my employment. If I worked 3 days, I would be paid \$420 and if I worked 4 days, I would be paid \$560.

6. What is the nature of your claim (check all that apply)?

Off the clock work (Defendant failed to record, or prohibited you from recording, all of your working time);

Misclassification (Defendant mistakenly classified you as exempt from overtime);

Misclassification (Defendant failed to correctly calculate your compensation);

Other (Please describe);

7. Provide an accounting of your claim, including: Please see the attached chart

- (a) dates
- (b) regular hours worked
- (c) over-time hours worked
- (d) pay received versus pay claimed

**(e) total amount claimed: The attached chart does not include liquidated damages under the federal laws and New York state laws.**

8. If you have brought this case as a collective action:

(a) Describe the class of employees you seek to include in this action: The employees who render services to customers for manicure, pedicure, waxing, facials foot and shoulder massage, including the nail technicians and helpers.

(b) Has an opt-in notice been filed for every potential opt-in Plaintiff who has Identified himself or herself as a person who wishes to join this action?: No. Plaintiffs advised the Defendants' Counsel on May 18 that Plaintiffs intend to proceed this action as a collective action.

9. Please specify all attorney's fees and costs incurred to date. With respect to attorney's fees, please provide the hourly rate(s) sought and the number of hours expended by each person who has billed time to this case: Plaintiffs' counsel has expended 30 hours and 30 minutes at the rate of \$350 an hour and her paralegal spent 9 hours and 20 minutes at \$50 an hour for the computations. Therefore, the total amount of the attorneys' fees so far is Ten thousand Six Hundred Seventy Five Dollars (\$10,675), and Four Hundred Sixty Six Dollars and sixty Seven Cents (\$466.67) for the paralegal.

10. When did you (or your attorney) first complain to your employer about alleged violations of the FLSA? : After the Plaintiffs' employment ended with the Defendants.

11. Was this complaint written or oral? (If a written complaint, please attach a copy): NA

12. What was your employer's response? (If a written response, please attach a copy): NA

STATE OF New York COUNTY OF New York

BEFORE ME, the undersigned authority, on this day, personally appeared JA SOON LEE, who being first duly sworn, deposes and says that he/she has read the foregoing Answers to Interrogatories, knows the contents of same, and to the best of his/her knowledge and belief, the same are true and correct.

SWORN TO AND SUBSCRIBED before me on this 21<sup>st</sup> day of May,  
2016.

NOTARY  
PUBLIC

Signature of Person Taking Acknowledgement

Print

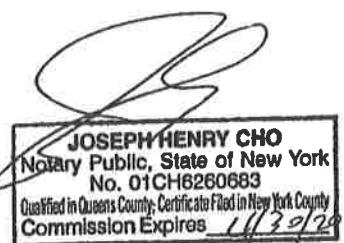
Name: Joseph Henry Cho

Title Notary Public

NOTARY STAMP

Serial No. (if any): 01CH6260683

Commission Expires: 04/30/20



JA SOON LEE

## **EXHIBIT N**

Plaintiff: Jasoon Lee

From	Period	To	Hours Worked Per Week	Total Pay (Plaintiff)	Total Pay (Defendant)	Work Days	Reg. Rate	Reg. Hrs.	O.T. Hours	O.T. Rate	Minimum State Rate Per Hour	Min. State Rate Per	Weekly Pay	Unpaid Wages	Liq. Damages
2008-10-13	2008-10-19	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00	
2008-10-20	2008-10-26	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00	
2008-10-27	2008-11-02	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00	
2008-11-03	2008-11-09	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2008-11-10	2008-11-16	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2008-11-17	2008-11-23	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2008-11-24	2008-11-30	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00	
2008-12-01	2008-12-07	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2008-12-08	2008-12-14	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2008-12-15	2008-12-21	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2008-12-22	2008-12-28	56.00	\$660.00	\$660.00	4	\$11.79	40.00	16.00	\$17.68	\$7.15	\$10.73	\$754.29	\$94.29	\$94.29	
2008-12-29	2009-01-04	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00	
2009-01-05	2009-01-11	42.00	\$420.00	\$410.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2009-01-12	2009-01-18	42.00	\$420.00	\$410.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2009-01-19	2009-01-25	42.00	\$420.00	\$410.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2009-01-26	2009-02-01	42.00	\$420.00	\$330.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2009-02-02	2009-02-08	42.00	\$420.00	\$380.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2009-02-09	2009-02-15	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2009-02-16	2009-02-22	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2009-02-23	2009-03-01	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2009-03-02	2009-03-08	42.00	\$420.00	\$560.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2009-03-09	2009-03-15	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2009-03-16	2009-03-22	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2009-04-13	2009-04-19	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2009-04-20	2009-04-26	56.00	\$560.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.15	\$10.73	\$430.00	\$10.00	\$10.00	
2009-04-27	2009-05-03	56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00	
2009-05-04	2009-05-10	56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00	
2009-05-11	2009-05-17	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00	
2009-05-18	2009-05-24	56.00	\$560.00	\$520.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00	
2009-05-25	2009-05-31	56.00	\$560.00	\$520.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00	

Jasoon Lee, Sook Hee Kim, individually and on behalf of others similarly situated,

Plaintiffs

-against-

75 Oscar Nail and Spa Corp, d/b/a Oscar Nails and

Spa, et. al.,

Defendants.

Case No. 15-CV-2064  
1/11/2018

From	To	Hours Worked Per Week	Total Pay (Plaintiff)	Total Pay (Defendant)	Work Days	Reg. Rate	Reg. Hrs.	O.T. Hours	O.T. Rate	Minimum State Rate Per Hour	Min. State Rate Per	Weekly Pay	Unpaid Wages	Liq. Damages
2009-06-01	2009-06-07	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00
2009-06-08	2009-06-14	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00
2009-06-15	2009-06-21	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00
2009-06-22	2009-06-28	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00
2009-06-29	2009-07-05	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00
2009-07-06	2009-07-12	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00
2009-07-13	2009-07-19	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00
2009-07-20	2009-07-26	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00
2009-07-27	2009-08-02	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00
2009-08-03	2009-08-09	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00
2009-08-10	2009-08-16	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.15	\$10.73	\$640.00	\$80.00	\$80.00
2009-08-17	2009-08-23	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-08-24	2009-08-30	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-08-31	2009-09-06	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-09-07	2009-09-13	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-09-14	2009-09-20	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-09-21	2009-09-27	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-09-28	2009-10-04	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-10-05	2009-10-11	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-10-12	2009-10-18	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-10-19	2009-10-25	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-10-26	2009-11-01	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-11-02	2009-11-08	42.00	\$480.00	\$480.00	3	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-11-09	2009-11-15	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-11-16	2009-11-22	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-11-23	2009-11-29	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-11-30	2009-12-06	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-12-07	2009-12-13	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-12-14	2009-12-20	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-12-21	2009-12-27	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2009-12-28	2010-01-03	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-01-04	2010-01-10	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-01-11	2010-01-17	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-01-18	2010-01-24	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-01-25	2010-01-31	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-02-01	2010-02-07	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-02-08	2010-02-14	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-02-15	2010-02-21	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-03-01	2010-03-07	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-03-08	2010-03-14	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-03-15	2010-03-21	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-03-22	2010-03-28	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-04-05	2010-04-11	42.00	\$480.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-04-12	2010-04-18	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-04-19	2010-04-25	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2010-04-26	2010-05-02	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00

From	To	Hours Worked	Total Pay (Plaintiff)	Total Pay (Defendant)	Days	Work	Reg. Rate	Reg. Hrs.	O.T. Hours	O.T. Rate	Minimum State Rate Per Hour	Min. State O.T. Rate Per	Weekly Pay	Unpaid Wages	Liq. Damages
2010-05-03	2010-05-09	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-05-10	2010-05-16	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-05-17	2010-05-23	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-05-24	2010-05-30	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-05-31	2010-06-06	56.00	\$560.00	\$520.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-06-07	2010-06-13	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-06-14	2010-06-20	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-06-21	2010-06-27	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-06-28	2010-07-04	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-07-05	2010-07-11	56.00	\$560.00	\$520.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-07-12	2010-07-18	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-07-19	2010-07-25	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-07-26	2010-08-01	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-08-02	2010-08-08	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-08-09	2010-08-15	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-08-16	2010-08-22	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-08-23	2010-08-29	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-08-30	2010-09-05	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-09-06	2010-09-12	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-09-13	2010-09-19	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-09-20	2010-09-26	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-09-27	2010-10-03	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-10-04	2010-10-10	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-10-11	2010-10-17	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-10-18	2010-10-24	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-10-25	2010-10-31	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-10-31	2010-11-07	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2010-11-01	2010-11-07	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2010-11-08	2010-11-14	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2010-11-15	2010-11-21	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2010-11-22	2010-11-28	56.00	\$560.00	\$460.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2010-11-29	2010-12-05	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2010-12-06	2010-12-12	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2010-12-13	2010-12-19	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2010-12-20	2010-12-26	56.00	\$660.00	\$660.00	4	\$11.79	40.00	16.00	\$17.68	\$7.25	\$10.88	\$754.29	\$94.29	\$94.29	
2010-12-27	2011-01-02	56.00	\$560.00	\$240.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00	
2011-01-03	2011-01-09	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2011-01-10	2011-01-16	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2011-01-17	2011-01-23	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2011-02-14	2011-02-20	42.00	\$420.00	\$180.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2011-02-21	2011-02-27	42.00	\$420.00	\$380.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2011-02-28	2011-03-06	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2011-03-07	2011-03-13	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2011-03-14	2011-03-20	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2011-03-21	2011-03-27	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	
2011-03-28	2011-04-03	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00	

Period	From	To	Hours Worked Per Week	Total Pay (Plaintiff)	Total Pay (Defendant)	Work Days	Reg. Rate	Reg. Hrs.	O.T. Hours	O.T. Rate	Minimum State Rate Per Hour	Min. State O.T. Rate Per	Weekly Pay	Unpaid Wages	Liq. Damages
2011-04-04	2011-04-10		42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2011-04-11	2011-04-17		56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-04-18	2011-04-24		70.00	\$700.00	\$580.00	5	\$10.00	40.00	30.00	\$15.00	\$7.25	\$10.88	\$850.00	\$150.00	\$150.00
2011-04-25	2011-05-01		56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-05-02	2011-05-08		56.00	\$560.00	\$630.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-05-09	2011-05-15		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-05-16	2011-05-22		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-05-23	2011-05-29		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-06-20	2011-06-26		56.00	\$560.00	\$630.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-06-27	2011-06-27		56.00	\$560.00	\$630.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-06-06	2011-06-12		56.00	\$560.00	\$520.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-06-13	2011-06-19		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-06-20	2011-06-26		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-06-27	2011-06-27		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-07-04	2011-07-10		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-07-11	2011-07-17		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-07-18	2011-07-24		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-07-25	2011-07-31		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-08-01	2011-08-07		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-08-08	2011-08-14		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-08-15	2011-08-21		56.00	\$560.00	\$700.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-08-22	2011-08-28		56.00	\$560.00	\$520.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-08-29	2011-09-04		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-09-05	2011-09-11		56.00	\$560.00	\$660.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-09-12	2011-09-18		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-09-19	2011-09-25		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-09-26	2011-10-02		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-10-03	2011-10-09		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-10-10	2011-10-16		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-10-17	2011-10-23		56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-10-24	2011-10-30		56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-10-31	2011-11-06		42.00	\$420.00	\$520.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-11-07	2011-11-13		42.00	\$420.00	\$520.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-11-14	2011-11-20		42.00	\$420.00	\$560.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-11-21	2011-11-27		56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2011-11-28	2011-12-04		42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2011-12-05	2011-12-11		42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2011-12-12	2011-12-18		42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2012-01-09	2012-01-15		42.00	\$420.00	\$560.00	4	\$11.79	40.00	16.00	\$17.68	\$7.25	\$10.88	\$754.29	\$94.29	\$94.29
2012-01-16	2012-01-22		42.00	\$420.00	\$420.00	3	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2012-01-23	2012-01-29		42.00	\$420.00	\$420.00	4	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2012-01-30	2012-02-05		42.00	\$420.00	\$520.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2012-02-06	2012-02-12		42.00	\$420.00	\$500.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2012-02-13	2012-02-19		42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2012-02-20	2012-02-26		42.00	\$420.00	\$560.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2012-02-27	2012-03-04		42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00

Period	From	To	Hours Worked	Total Pay (Plaintiff)	Total Pay (Defendant)	Work Days	Reg. Rate	Reg. Hrs.	O.T. Hours	O.T. Rate	Minimum State Rate Per Hour	Min. State O.T. Rate Per	Weekly Pay	Unpaid Wages	Liq. Damages
	2012-03-05	2012-03-11	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2012-03-12	2012-03-18	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2012-03-19	2012-03-25	42.00	\$420.00	\$350.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2012-03-26	2012-04-01	42.00	\$420.00	\$560.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2012-04-02	2012-04-08	42.00	\$420.00	\$350.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2012-04-09	2012-04-15	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-04-16	2012-04-22	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-04-23	2012-04-29	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-04-30	2012-05-06	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-05-07	2012-05-13	56.00	\$560.00	\$680.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-05-14	2012-05-20	56.00	\$560.00	\$700.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-05-21	2012-05-27	56.00	\$560.00	\$620.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-05-28	2012-06-03	56.00	\$560.00	\$700.00	5	\$10.00	40.00	30.00	\$15.00	\$7.25	\$10.88	\$850.00	\$150.00	\$150.00
	2012-06-04	2012-06-10	70.00	\$700.00	\$700.00	5	\$10.00	40.00	30.00	\$15.00	\$7.25	\$10.88	\$850.00	\$150.00	\$150.00
	2012-06-11	2012-06-17	70.00	\$700.00	\$700.00	5	\$10.00	40.00	30.00	\$15.00	\$7.25	\$10.88	\$850.00	\$150.00	\$150.00
	2012-06-18	2012-06-24	70.00	\$700.00	\$700.00	5	\$10.00	40.00	30.00	\$15.00	\$7.25	\$10.88	\$850.00	\$150.00	\$150.00
	2012-06-25	2012-07-01	70.00	\$700.00	\$700.00	5	\$10.00	40.00	30.00	\$15.00	\$7.25	\$10.88	\$850.00	\$150.00	\$150.00
	2012-07-02	2012-07-08	70.00	\$700.00	\$680.00	5	\$10.00	40.00	30.00	\$15.00	\$7.25	\$10.88	\$850.00	\$150.00	\$150.00
	2012-07-09	2012-07-15	70.00	\$700.00	\$700.00	5	\$10.00	40.00	30.00	\$15.00	\$7.25	\$10.88	\$850.00	\$150.00	\$150.00
	2012-07-16	2012-07-22	70.00	\$700.00	\$700.00	5	\$10.00	40.00	30.00	\$15.00	\$7.25	\$10.88	\$850.00	\$150.00	\$150.00
	2012-07-23	2012-07-29	70.00	\$700.00	\$700.00	5	\$10.00	40.00	30.00	\$15.00	\$7.25	\$10.88	\$850.00	\$150.00	\$150.00
	2012-07-30	2012-08-05	70.00	\$700.00	\$700.00	5	\$10.00	40.00	30.00	\$15.00	\$7.25	\$10.88	\$850.00	\$150.00	\$150.00
	2012-08-06	2012-08-12	70.00	\$700.00	\$700.00	5	\$10.00	40.00	30.00	\$15.00	\$7.25	\$10.88	\$850.00	\$150.00	\$150.00
	2012-08-13	2012-08-19	70.00	\$700.00	\$700.00	5	\$10.00	40.00	30.00	\$15.00	\$7.25	\$10.88	\$850.00	\$150.00	\$150.00
	2012-08-20	2012-08-26	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-08-27	2012-09-02	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-09-03	2012-09-09	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-09-10	2012-09-16	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-09-17	2012-09-23	56.00	\$560.00	\$520.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-09-24	2012-09-30	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-10-01	2012-10-07	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-10-08	2012-10-14	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-10-15	2012-10-21	56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-10-22	2012-10-28	56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-10-29	2012-11-04													
	2012-11-05	2012-11-11	42.00	\$420.00	\$280.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2012-11-12	2012-11-18	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2012-11-19	2012-11-25	56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-11-26	2012-12-02	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2012-12-03	2012-12-09	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2012-12-10	2012-12-16	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2012-12-17	2012-12-23	42.00	\$420.00	\$700.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2012-12-24	2012-12-30	56.00	\$560.00	\$470.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2012-12-31	2013-01-06	56.00	\$560.00	\$240.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
	2013-01-07	2013-01-13	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2013-01-14	2013-01-20	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2013-01-21	2013-01-27	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
	2013-01-28	2013-02-03	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00

From	Period	To	Hours Worked	Total Pay		Work Days	Reg. Rate	Reg. Hrs.	O.T. Hours	O.T. Rate	Minimum State Rate Per Hour	O.T. Rate Per	Min. State Weekly Pay	Unpaid Wages	Damages
				(Plaintiff)	(Defendant)										
2013-02-04		2013-02-10	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-02-11		2013-02-17	42.00	\$420.00	\$480.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-02-18		2013-02-24	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-02-25		2013-03-03	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-03-04		2013-03-10	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-03-11		2013-03-17	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-03-18		2013-03-24	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-03-25		2013-03-31	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-04-01		2013-04-07	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-04-08		2013-04-14	42.00	\$420.00	\$560.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-04-15		2013-04-21	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-04-22		2013-04-28	56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-04-29		2013-05-05	56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-05-06		2013-05-12	56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-05-13		2013-05-19	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-05-20		2013-05-26	56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-05-27		2013-06-02	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-06-03		2013-06-09	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-06-10		2013-06-16	56.00	\$560.00	\$520.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-06-17		2013-06-23	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-06-24		2013-06-30	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-07-01		2013-07-07	56.00	\$560.00	\$700.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-07-08		2013-07-14	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-07-15		2013-07-21	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-07-22		2013-07-28	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-07-29		2013-08-04	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-08-05		2013-08-11	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-08-12		2013-08-18	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-08-19		2013-08-25	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-08-26		2013-09-01	56.00	\$560.00	\$700.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-09-02		2013-09-08	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-09-09		2013-09-15	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-09-16		2013-09-22	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-09-23		2013-09-29	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-10-07		2013-10-13	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-10-14		2013-10-20	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-10-21		2013-10-27	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-10-28		2013-11-03	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-11-04		2013-11-10	42.00	\$420.00	\$560.00	4	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-11-11		2013-11-17	42.00	\$420.00	\$560.00	4	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-11-18		2013-11-24	42.00	\$420.00	\$560.00	4	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-11-25		2013-12-01	56.00	\$560.00	\$420.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-12-02		2013-12-08	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-12-09		2013-12-15	42.00	\$420.00	\$420.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$430.00	\$10.00	\$10.00
2013-12-16		2013-12-22	42.00	\$420.00	\$600.00	3	\$10.00	40.00	2.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-12-23		2013-12-29	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00
2013-12-30		2014-01-05	56.00	\$560.00	\$560.00	4	\$10.00	40.00	16.00	\$15.00	\$7.25	\$10.88	\$640.00	\$80.00	\$80.00



Plaintiff: Sook Hee Kim

From	Period To	Hours Worked Per Week	Total Pay (Plaintiff)	Total Pay (Defendant)	Work Days	Reg. Rate	Reg. Hrs.	O.T. Hours	O.T. Rate	Minimum State Rate Per Hour	Min. State O.T. Rate Per Hour	Weekly Pay	Unpaid Wages	Liq. Damages
2008-10-13	2008-10-19	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2008-10-20	2008-10-26	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2008-10-27	2008-11-02	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2008-11-03	2008-11-09	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2008-11-10	2008-11-16	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2008-11-17	2008-11-23	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2008-11-24	2008-11-30	60.00	\$640.00	\$640.00	5	\$10.67	40.00	20.00	\$16.00	\$7.15	\$10.73	\$746.67	\$106.67	\$106.67
2008-12-01	2008-12-07	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2008-12-08	2008-12-14	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2008-12-15	2008-12-21	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2008-12-22	2008-12-28	60.00	\$740.00	\$740.00	5	\$12.33	40.00	20.00	\$18.50	\$7.15	\$10.73	\$863.33	\$123.33	\$123.33
2008-12-29	2009-01-04	60.00	\$640.00	\$640.00	5	\$10.67	40.00	20.00	\$16.00	\$7.15	\$10.73	\$746.67	\$106.67	\$106.67
2009-01-05	2009-01-11	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-01-12	2009-01-18	45.00	\$530.00	\$520.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-01-19	2009-01-25	45.00	\$530.00	\$520.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-01-26	2009-02-01	45.00	\$530.00	\$420.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-02-02	2009-02-08	45.00	\$530.00	\$520.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-02-09	2009-02-15	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-02-16	2009-02-22	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-02-23	2009-03-01	45.00	\$530.00	\$380.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-03-02	2009-03-08	45.00	\$530.00	\$630.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-03-09	2009-03-15	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-03-16	2009-03-22	45.00	\$530.00	\$430.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-03-23	2009-03-29	45.00	\$530.00	\$410.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-04-01	2009-04-19	45.00	\$530.00	\$660.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-04-20	2009-04-26	45.00	\$530.00	\$630.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-04-27	2009-05-03	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-05-04	2009-05-10	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-05-11	2009-05-17	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-05-18	2009-05-24	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.15	\$10.73	\$559.44	\$29.44	\$29.44
2009-05-25	2009-05-31	60.00	\$640.00	\$580.00	5	\$10.67	40.00	20.00	\$16.00	\$7.15	\$10.73	\$746.67	\$106.67	

Case No. 15-CV-2064  
1/11/2018

Jason Lee, Sook Hee Kim, individually and on  
behalf of others similarly situated,  
Plaintiffs  
-against-  
75 Oscar Nail and Spa Corp, d/b/a Oscar Nails and  
Spa, et. al.,  
Defendants.



Period	From	To	Hours Worked	Total Pay (Plaintiff)	Total Pay (Defendant)	Work Days	Reg. Rate Hrs.	Reg.	O.T. Hours	O.T. Rate	Minimum State Rate Per Hour	Min. State O.T. Rate Per Hour	Weekly Pay	Unpaid Wages	Liq. Damages
2010-05-03	2010-05-09	45.00	\$330.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-05-10	2010-05-16	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-05-17	2010-05-23	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-05-24	2010-05-30	45.00	\$530.00	\$630.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-05-31	2010-06-06	60.00	\$640.00	\$650.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	
2010-06-07	2010-06-13	50.00	\$580.00	\$530.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$58.00	\$58.00	\$58.00	
2010-06-14	2010-06-20	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2010-06-21	2010-06-27	50.00	\$580.00	\$530.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	
2010-06-28	2010-07-04	60.00	\$640.00	\$580.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	
2010-07-26	2010-08-01	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2010-08-02	2010-08-08	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2010-08-09	2010-08-15	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2010-08-16	2010-08-22	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2010-08-23	2010-08-29	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2010-08-30	2010-09-05	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2010-09-06	2010-09-12	60.00	\$640.00	\$530.00	5	\$10.67	40.00	20.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2010-09-13	2010-09-19	45.00	\$530.00	\$530.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2010-09-20	2010-09-26	50.00	\$580.00	\$530.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2010-09-27	2010-10-03	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	
2010-09-04	2010-10-10	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-10-11	2010-10-17	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-10-18	2010-10-24	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-10-25	2010-10-31	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-10-04	2010-10-10	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-10-11	2010-10-17	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-10-18	2010-10-24	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-10-25	2010-10-31	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-10-11	2010-11-07	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-11-08	2010-11-14	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-11-15	2010-11-21	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-11-22	2010-11-28	60.00	\$640.00	\$560.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	
2010-11-29	2010-12-05	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-12-06	2010-12-12	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-12-13	2010-12-19	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2010-12-20	2010-12-26	60.00	\$640.00	\$530.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	
2011-01-17	2011-01-23	45.00	\$640.00	\$360.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	
2011-01-03	2011-01-09	45.00	\$630.00	\$630.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2011-01-10	2011-01-16	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2011-02-07	2011-02-13	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2011-02-14	2011-02-20	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2011-02-21	2011-02-27	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2011-03-14	2011-03-20	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2011-03-21	2011-03-27	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2011-03-28	2011-04-03	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	

Period	From	To	Hours Worked	Total Pay (Plaintiff)	Total Pay (Defendant)	Work Days	Reg. Rate Hrs.	Reg. Hours	O.T. Hours	O.T. Rate	Minimum State Rate Per Hour	Min. State O.T. Rate Per Hour	Weekly Pay	Unpaid Wages	Liq. Damages
2011-04-04	2011-04-10		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-04-11	2011-04-17		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-04-18	2011-04-24		45.00	\$530.00	\$520.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-04-25	2011-05-01		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-05-02	2011-05-08		45.00	\$530.00	\$700.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-05-09	2011-05-15		45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-05-16	2011-05-22		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-05-23	2011-05-29		45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-05-30	2011-06-05		60.00	\$640.00	\$520.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67
2011-06-06	2011-06-12		50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00
2011-06-13	2011-06-19		50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00
2011-06-20	2011-06-26		50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00
2011-06-27	2011-07-03		50.00	\$580.00	\$700.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00
2011-07-04	2011-07-10		60.00	\$640.00	\$650.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67
2011-07-11	2011-07-17		50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00
2011-07-18	2011-07-24		50.00	\$580.00	\$700.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00
2011-07-25	2011-07-31		50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00
2011-08-01	2011-08-07		50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00
2011-08-08	2011-08-14		50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00
2011-08-15	2011-08-21		50.00	\$580.00	\$730.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00
2011-08-22	2011-08-28		50.00	\$580.00	\$530.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00
2011-08-29	2011-09-04		45.00	\$530.00	\$530.00	4	\$11.60	40.00	5.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00
2011-09-05	2011-09-11		60.00	\$640.00	\$530.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67
2011-09-12	2011-09-18		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-09-19	2011-09-25		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-09-26	2011-10-02		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-10-03	2011-10-09		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-10-10	2011-10-16		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-10-17	2011-10-23		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-10-24	2011-10-30		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-10-31	2011-11-06		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-11-07	2011-11-13		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-11-14	2011-11-20		45.00	\$530.00	\$380.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-11-21	2011-11-27		60.00	\$640.00	\$580.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67
2011-11-28	2011-12-04		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-12-05	2011-12-11		45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-12-12	2011-12-18		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2011-12-19	2011-12-25		60.00	\$640.00	\$600.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67
2011-12-26	2012-01-01		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2012-01-02	2012-01-08		45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2012-01-09	2012-01-15		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2012-01-16	2012-01-22		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2012-01-23	2012-01-29		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2012-01-30	2012-02-05		45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2012-02-06	2012-02-12		45.00	\$530.00	\$600.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2012-02-13	2012-02-19		45.00	\$530.00	\$560.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2012-02-20	2012-02-26		45.00	\$530.00	\$560.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44
2012-02-27	2012-03-04		45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44

From	To	Hours Worked Per Week	Total Pay (Plaintiff)	Total Pay (Defendant)	Work Days	Reg. Rate Hrs.	Reg. Hours	O.T. Hours	O.T. Rate	Minimum State Rate Per Hour		Min. State O.T. Rate Per Hour	Weekly Pay	Unpaid Wages	Damages	Liq.
										Hours	Rate					
2012-03-05	2012-03-11	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-03-12	2012-03-18	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-03-19	2012-03-25	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-03-26	2012-04-01	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-04-02	2012-04-08	45.00	\$530.00	\$700.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-04-09	2012-04-15	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-04-16	2012-04-22	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-04-23	2012-04-29	45.00	\$530.00	\$630.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-04-30	2012-05-06	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-05-07	2012-05-13	45.00	\$530.00	\$650.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-05-14	2012-05-20	45.00	\$530.00	\$640.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-05-21	2012-05-27	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-05-28	2012-06-03	60.00	\$640.00	\$630.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	\$106.67	
2012-06-04	2012-06-10	50.00	\$530.00	\$630.00	4	\$10.60	40.00	10.00	\$15.90	\$7.25	\$10.88	\$583.00	\$53.00	\$53.00	\$53.00	
2012-06-11	2012-06-17	50.00	\$530.00	\$580.00	4	\$10.60	40.00	10.00	\$15.90	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-06-18	2012-06-24	50.00	\$530.00	\$680.00	4	\$10.60	40.00	10.00	\$15.90	\$7.25	\$10.88	\$583.00	\$53.00	\$53.00	\$53.00	
2012-06-25	2012-07-01	50.00	\$530.00	\$630.00	4	\$10.60	40.00	10.00	\$15.90	\$7.25	\$10.88	\$583.00	\$53.00	\$53.00	\$53.00	
2012-07-02	2012-07-08	60.00	\$640.00	\$580.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	\$106.67	
2012-07-09	2012-07-15	50.00	\$530.00	\$630.00	4	\$10.60	40.00	10.00	\$15.90	\$7.25	\$10.88	\$583.00	\$53.00	\$53.00	\$53.00	
2012-07-16	2012-07-22	50.00	\$530.00	\$630.00	4	\$10.60	40.00	10.00	\$15.90	\$7.25	\$10.88	\$583.00	\$53.00	\$53.00	\$53.00	
2012-07-23	2012-07-29	50.00	\$530.00	\$580.00	4	\$10.60	40.00	10.00	\$15.90	\$7.25	\$10.88	\$583.00	\$53.00	\$53.00	\$53.00	
2012-07-30	2012-08-05	50.00	\$530.00	\$530.00	4	\$10.60	40.00	10.00	\$15.90	\$7.25	\$10.88	\$583.00	\$53.00	\$53.00	\$53.00	
2012-07-31	2012-08-12	50.00	\$530.00	\$530.00	4	\$10.60	40.00	10.00	\$15.90	\$7.25	\$10.88	\$583.00	\$53.00	\$53.00	\$53.00	
2012-08-06	2012-08-12	50.00	\$530.00	\$530.00	4	\$10.60	40.00	10.00	\$15.90	\$7.25	\$10.88	\$583.00	\$53.00	\$53.00	\$53.00	
2012-08-13	2012-08-19	50.00	\$530.00	\$530.00	4	\$10.60	40.00	10.00	\$15.90	\$7.25	\$10.88	\$583.00	\$53.00	\$53.00	\$53.00	
2012-08-20	2012-08-26	50.00	\$530.00	\$530.00	4	\$10.60	40.00	10.00	\$15.90	\$7.25	\$10.88	\$583.00	\$53.00	\$53.00	\$53.00	
2012-08-27	2012-09-02	50.00	\$530.00	\$580.00	4	\$10.60	40.00	10.00	\$15.90	\$7.25	\$10.88	\$583.00	\$53.00	\$53.00	\$53.00	
2012-09-03	2012-09-09	60.00	\$640.00	\$580.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	\$106.67	
2012-09-10	2012-09-16	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-09-17	2012-09-23	45.00	\$530.00	\$630.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-09-24	2012-09-30	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-10-01	2012-10-07	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-10-08	2012-10-14	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-10-15	2012-10-21	45.00	\$530.00	\$490.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-10-22	2012-10-28	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-10-29		2012-11-04	Hurricane													
2012-11-05	2012-11-11	45.00	\$530.00	\$450.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-11-12	2012-11-18	45.00	\$530.00	\$550.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-11-19	2012-11-25	60.00	\$640.00	\$580.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	\$106.67	
2012-11-26	2012-12-02	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-12-03	2012-12-09	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-12-10	2012-12-16	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-12-17	2012-12-23	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2012-12-24	2012-12-30	60.00	\$640.00	\$680.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	\$106.67	
2012-12-31	2013-01-06	60.00	\$640.00	\$560.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	\$106.67	
2013-01-07	2013-01-13	45.00	\$530.00	\$560.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2013-01-14	2013-01-20	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2013-01-21	2013-01-27	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	
2013-02-03	2013-02-09	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	\$29.44	

Period	From	To	Hours Worked	Total Pay (Plaintiff)	Total Pay (Defendant)	Work Days	Reg. Rate Hrs.	Reg. Hours	O.T. Hours	O.T. Rate	Minimum State Rate Per Hour	Min. State O.T. Rate Per Hour	Weekly Pay	Unpaid Wages	Liq. Damages
2013-02-04	2013-02-10	45.00	\$530.00	\$360.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-02-11	2013-02-17	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-02-18	2013-02-24	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-02-25	2013-03-03	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-03-04	2013-03-10														
2013-03-11	2013-03-17														
2013-03-18	2013-03-24	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-03-25	2013-03-31	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-04-01	2013-04-07	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-04-08	2013-04-14	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-04-15	2013-04-21	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-04-22	2013-04-28	45.00	\$530.00	\$440.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-04-29	2013-05-05	45.00	\$530.00	\$610.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-05-06	2013-05-12	45.00	\$530.00	\$620.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-05-13	2013-05-19	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-05-20	2013-05-26	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-05-27	2013-06-02	60.00	\$640.00	\$680.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	
2013-06-03	2013-06-09	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2013-06-10	2013-06-16	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2013-06-17	2013-06-23	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2013-06-24	2013-06-30	50.00	\$580.00	\$580.00	5	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2013-07-01	2013-07-07	60.00	\$640.00	\$580.00	4	\$11.60	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	
2013-07-08	2013-07-14	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2013-07-15	2013-07-21	50.00	\$580.00	\$630.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2013-07-22	2013-07-28	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2013-07-29	2013-08-04	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2013-08-05	2013-08-11	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2013-08-12	2013-08-18	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2013-08-19	2013-08-25	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2013-08-26	2013-09-01	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$7.25	\$10.88	\$638.00	\$58.00	\$58.00	
2013-09-02	2013-09-08	60.00	\$640.00	\$580.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	
2013-09-09	2013-09-15	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-09-16	2013-09-22	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-09-23	2013-09-29	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-10-01	2013-10-06	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-10-02	2013-10-08	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-10-07	2013-10-13	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-10-14	2013-10-20	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-10-21	2013-10-27	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-10-28	2013-11-03	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-11-04	2013-11-10	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-11-11	2013-11-17	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-11-18	2013-11-24	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-11-25	2013-12-01	60.00	\$640.00	\$440.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	
2013-12-02	2013-12-08	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-12-09	2013-12-15	45.00	\$530.00	\$480.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$559.44	\$29.44	\$29.44	
2013-12-16	2013-12-22	45.00	\$530.00	\$480.00	4	\$11.78	40.00	5.00	\$17.67	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	
2013-12-23	2013-12-29	60.00	\$640.00	\$640.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	
2013-12-30	2014-01-05	60.00	\$640.00	\$640.00	5	\$10.67	40.00	20.00	\$16.00	\$7.25	\$10.88	\$746.67	\$106.67	\$106.67	

Period	From	To	Hours Worked	Total Pay (Plaintiff)	Total Pay (Defendant)	Work Days	Reg. Rate Hrs.	Reg. Hours	O.T. Rate	O.T. Rate	Minimum State Rate Per Hour	Min. State O.T. Rate Per Hour	Weekly Pay	Unpaid Wages	Liq. Damages
	2014-01-06	2014-01-12	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-01-13	2014-01-19	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-01-20	2014-01-26	45.00	\$530.00	\$410.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-01-27	2014-02-02	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-02-03	2014-02-09	45.00	\$530.00	\$410.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-02-10	2014-02-16	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-02-17	2014-02-23	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-02-24	2014-03-02	45.00	\$530.00	\$580.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-03-03	2014-03-09	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-03-10	2014-03-16	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-03-17	2014-03-23	45.00	\$530.00	\$550.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-03-24	2014-03-30	45.00	\$530.00	\$320.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-03-31	2014-04-06	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-04-07	2014-04-13	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-04-14	2014-04-20	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-04-21	2014-04-27	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-04-28	2014-05-04	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-05-05	2014-05-11	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-05-12	2014-05-18	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-05-19	2014-05-25	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-05-26	2014-06-01	60.00	\$640.00	\$580.00	5	\$10.67	40.00	20.00	\$16.00	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-06-02	2014-06-08	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-06-09	2014-06-15	50.00	\$580.00	\$530.00	4	\$11.60	40.00	10.00	\$17.40	\$8.00	\$12.00	\$638.00	\$58.00	\$58.00
	2014-06-16	2014-06-22	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$8.00	\$12.00	\$638.00	\$58.00	\$58.00
	2014-06-23	2014-06-29	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$8.00	\$12.00	\$638.00	\$58.00	\$58.00
	2014-06-30	2014-07-06	60.00	\$640.00	\$580.00	5	\$10.67	40.00	20.00	\$16.00	\$8.00	\$12.00	\$746.67	\$106.67	\$106.67
	2014-07-07	2014-07-13	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$8.00	\$12.00	\$638.00	\$58.00	\$58.00
	2014-07-14	2014-07-20	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$8.00	\$12.00	\$638.00	\$58.00	\$58.00
	2014-07-21	2014-07-27	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$8.00	\$12.00	\$638.00	\$58.00	\$58.00
	2014-08-03	2014-08-09	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$8.00	\$12.00	\$638.00	\$58.00	\$58.00
	2014-08-04	2014-08-10	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$8.00	\$12.00	\$638.00	\$58.00	\$58.00
	2014-08-11	2014-08-17	50.00	\$580.00	\$580.00	4	\$11.60	40.00	10.00	\$17.40	\$8.00	\$12.00	\$638.00	\$58.00	\$58.00
	2014-08-18	2014-08-24	50.00	\$580.00	\$560.00	4	\$11.60	40.00	10.00	\$17.40	\$8.00	\$12.00	\$638.00	\$58.00	\$58.00
	2014-08-25	2014-08-31	50.00	\$580.00	\$530.00	4	\$11.60	40.00	10.00	\$17.40	\$8.00	\$12.00	\$638.00	\$58.00	\$58.00
	2014-09-01	2014-09-07	60.00	\$640.00	\$650.00	5	\$10.67	40.00	20.00	\$16.00	\$8.00	\$12.00	\$746.67	\$106.67	\$106.67
	2014-09-08	2014-09-14	45.00	\$530.00	\$630.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-09-15	2014-09-21	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-09-22	2014-09-28	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-09-29	2014-10-05	45.00	\$530.00	\$530.00	4	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$559.44	\$29.44	\$29.44
	2014-10-06	2014-10-12	45.00	\$430.00	\$160.00	2	\$11.78	40.00	5.00	\$17.67	\$8.00	\$12.00	\$235.56	\$0.00	\$0.00
	2014-10-13	2014-10-19	20.00	\$235.56	\$160.00	2	\$11.78	20.00	0.00	\$17.67	\$8.00	\$12.00	\$235.56	\$0.00	\$0.00

Total Unpaid Wages	\$13,804.44
Total Liq. Damages	\$13,804.44
Pre-Jud. Interest:	\$2,208.71
Post-Jud. Interest:	TBD
Total:	\$29,817.60

## **EXHIBIT O**

**The Law Offices of Diane H. Lee**

New Jersey Office:  
 158 Linwood Plaza, Suite 308-310  
 Fort Lee, NJ 07024  
 New York Office:  
 16 W. 32nd Street, Suite 305  
 New York, NY 10001  
 Fax: 888-908-3660  
 NJ Office: 201-363-0101, 201-482-8797  
 NY Office: 646-661-5767  
[www.lawofficesofdianehlee.com](http://www.lawofficesofdianehlee.com)

**JASOON LEE & SOOK HEE KIM**

144-45 35th Avenue #5L Flushing, NY 11354  
 248-12 43rd Avenue, Little Neck, NY 11363

**INVOICE**

October 28, 2014 - January 10, 2018

Invoice Date	January 11, 2018
Invoice Number	514
Due Date	Due Upon Receipt
Payment Terms	Due Upon Receipt

15-cv-2064 (Lee et al v. 75 Oscar Nail and Spa, et al) 0163

**Account Summary**

Previous Balance	\$0.00
Payments Received	\$0.00
Outstanding Balance	\$0.00
<b>Current Invoice</b>	<b>\$42,840.09</b>
<b>Total Due</b>	<b>\$42,840.09</b>

**Fee Detail**

Date	Description	Hours	Total
10/28/2014	Meeting w/ Clients to discuss potential Claims	2:00	\$700.00
11/10/2014	Staff Computation of Wage Deficiencies	4:00	\$200.00
11/17/2014	Review of Computation of Wage Deficiencies	1:00	\$350.00
11/20/2014	Research on Corporate Entities, Ownership, Assets and Stockholders	1:00	\$350.00
11/26/2014	Drafted Demand Letter	2:00	\$700.00
12/4/2014	Correspondence with Employer's Counsel on Detailed Demand	1:30	\$525.00
12/22/2014	Corresponded with Employer's Counsel on Settlement Offers	0:15	\$87.50

15-cv-2064 (Lee et al v. 75 Oscar Nail and Spa, et al)

January 11, 2018

Date	Description	Hours	Total
12/26/2014	Corresponded with Employer's Counsel on Specific Demand	0:30	\$175.00
12/26/2014	Staff Computation on Liquidated Damages	0:20	\$16.67
12/29/2014	Email Correspondence on Settlement Chart	0:30	\$175.00
12/30/2014	Settlement Discussions	0:30	\$175.00
12/30/2014	Review of Defendant's damage chart & corresponded w/ Defense Counsel	0:45	\$262.50
1/7/2015	Settlement Correspondence to Opposing Counsel	0:30	\$175.00
1/13/2015	Settlement Offered Discussed	0:10	\$58.33
1/20/2015	Conversation with Lee Ja Soon on Potential Sale of the Store & alleged taking away of Customers	0:15	\$87.50
3/3/2015	Drafted Complaint	8:00	\$2,800.00
4/13/2015	Finalization of Complaint	1:30	\$525.00
5/15/2015	Correspondence w/ Defense Counsel on Representation of all or some of Defendants	0:10	\$58.33
6/15/2015	Correspondence w/ Defense Counsel on Defendant Paul Kim's role vis a vis Plaintiffs.	0:10	\$58.33
6/16/2015	Correspondence w/ Defense Counsel on Corporate Name for Defendants	0:10	\$58.33
7/14/2015	Communications with Opposing Counsel on Threat to Drop Lawsuits	0:20	\$116.67
7/20/2015	Correspondence w/ Defense Counsel Age Discrimination Claims in FLSA Complaint	0:25	\$145.83
7/30/2015	Pre-Motion Telephonic Conference	0:15	\$87.50
3/1/2016	Settlement Discussion	0:10	\$58.33
3/3/2016	Prepared Stipulation to Dismiss Discrimination Claims from the FLSA Complaint	1:30	\$525.00

15-cv-2064 (Lee et al v. 75 Oscar Nail and Spa, et al)

January 11, 2018

Date	Description	Hours	Total
3/10/2016	Settlement Discussion	0:10	\$58.33
3/17/2016	Participated in Pre-Trial Conference	2:00	\$700.00
3/18/2016	Settlement Negotiations	1:00	\$350.00
3/24/2016	Settlement Discussion & Relay of Numbers	0:15	\$87.50
3/24/2016	Discussion on Demands	0:15	\$87.50
4/14/2016	Correspondences re: Adjournment of Conference Appearance	0:10	\$58.33
4/20/2016	Review of Defendant's Offer of Judgment	0:45	\$262.50
4/25/2016	Review of Confidentiality Stipulation and Order	0:15	\$87.50
4/26/2016	Correspondence w/ Defense Counsel on Adjournment	0:15	\$87.50
4/27/2016	Correspondence w/ Defense Counsel re: Appearance of Delay	0:15	\$87.50
4/27/2016	Email on Offer of Judgment	0:25	\$145.83
4/28/2016	Worked on Discovery Plan	0:20	\$116.67
5/4/2016	Correspondences re: Collective action w/ Defense Counsel	0:15	\$87.50
5/9/2016	Staff Computations	5:00	\$250.00
5/10/2016	Prepared Discovery Order	3:00	\$1,050.00
5/18/2016	Correspondences w/ Defense Counsel Re: Possibility of Collective Action	0:10	\$58.33
5/23/2016	Correspondences of Defense Counsel on Envelops Kept by Plaintiff	0:10	\$58.33
5/25/2016	Worked on Answers to Court's Interrogatories	9:30	\$3,325.00
5/26/2016	Worked on Joint Letter to Judge	1:15	\$437.50
5/26/2016	Correspondences w/ Defense Counsel on Joint Letter	0:30	\$175.00
6/2/2016	Worked in Joint Status Letter to Judge Shield	2:00	\$700.00

15-cv-2064 (Lee et al v. 75 Oscar Nail and Spa, et al)

January 11, 2018

Date	Description	Hours	Total
9/8/2016	Status Letter to Judge on Selection of Mediation	0:15	\$87.50
9/14/2016	Selection of Mediation	0:15	\$87.50
9/15/2016	Pre-Mediation Discussion	0:15	\$87.50
10/7/2016	Update on Mediation	0:10	\$58.33
10/24/2016	Correspondences on Mediation update	0:15	\$87.50
10/26/2016	Correspondences to Schedule pre-mediation conference	0:15	\$87.50
11/1/2016	Prepared for Mediation	3:00	\$1,050.00
11/1/2016	Review of Defendants' Damage Chart	0:15	\$87.50
11/2/2016	Mediation including Travel Time	7:00	\$2,450.00
11/14/2016	Defendants' Financials & 2nd Offer of Judgment	0:20	\$116.67
11/15/2016	Review of Financial Statements & Tax Returns	0:45	\$262.50
11/21/2016	Mediation update correspondence	0:10	\$58.33
11/28/2016	Discussion w/ Defense Counsel on Most Recent Damage Chart	0:15	\$87.50
11/29/2016	Correspondences on Status Update after Mediation	0:10	\$58.33
12/8/2016	Correspondences on Status Update after Mediation	0:10	\$58.33
4/20/2017	Correspondences w/ Defense Counsel on Scheduling of Conference Appearance	0:10	\$58.33
4/24/2017	Worked on Status Letter after Unsuccessful Mediation	0:30	\$175.00
4/27/2017	Communication w/ Defense Counsel on Revised Computations & Settlement Offer	0:15	\$87.50
5/1/2017	Drafted Status Letter to Judge	0:30	\$175.00
6/5/2017	Correspondences w/ Opposing Counsel on Defense Counsel's Motion to withdraw	0:10	\$58.33

15-cv-2064 (Lee et al v. 75 Oscar Nail and Spa, et al)

January 11, 2018

Date	Description	Hours	Total
6/20/2017	Correspondence w/ Opposing Counsel on Defense Counsel's Motion to withdraw	0:10	\$58.33
6/22/2017	Attended Status Conference and Defendants' Motion to withdraw as Counsel (Including Travel Time)	3:45	\$1,312.50
7/25/2017	Correspondence with Defendant Suhr about her potential liability	0:10	\$58.33
7/26/2017	Drafted a Letter to Court Seeking Default Judgment Against Corporate Defendants for failure to follow Court's Order of June 22, 2017	1:15	\$437.50
8/1/2017	Drafted Plaintiffs' Discovery Demand to all Defendants	7:00	\$2,450.00
8/2/2017	Communication with Defendants Suhr on their liability and review of Defendants' Suhr's emails	0:30	\$175.00
8/2/2017	Drafted Plaintiffs' Discovery Demand to all Defendants	1:00	\$350.00
8/3/2017	Communication with Defendants Suhr on Discovery Demand, Certificate of Incorporation Communication with Client on dates of Suhr's involvement	0:20	\$116.67
9/13/2017	Drafted Letter to Judge Shields on Corporate Defendants' Failure to obtain representation and Request of sanctions and Default Judgment	0:40	\$233.33
9/13/2017	Drafting Letter to Court on status of the Defendants' failure to obtain counsel	0:35	\$204.17
10/2/2017	Review of Defendant Suhr's Responses & Discovery Demand	1:00	\$350.00
10/2/2017	Prepared for Haesun and II Taik Suhr's Deposition	4:30	\$1,575.00
10/3/2017	Deposed II Taik and Haeseun Suh	6:30	\$2,275.00
10/13/2017	Communications with Defendants on Court Date, drafting letter for Adjournment, filing certificate of service	1:00	\$350.00
10/17/2017	Read Transcripts of Defendants Phillip and Hae Sun Suhr's testimony	3:10	\$1,108.33

15-cv-2064 (Lee et al v. 75 Oscar Nail and Spa, et al)

January 11, 2018

Date	Description	Hours	Total
10/19/2017	Worked on Issuing a Subpoena to CPA Kevin Lee	0:45	\$262.50
10/19/2017	Worked on Correcting Transcripts Errors of Defendant II Taik and Haesun Suhr's Deposition Transcripts	1:15	\$437.50
11/8/2017	Attended Conference called by the Judge for the 3rd time ordering appearance of the Defendants and threatening with a default judgment (including travel time)	4:15	\$1,487.50
11/22/2017	Participated in the Court Conference	0:50	\$291.67
11/26/2017	Prepared for CPA Kevin Lee's deposition	1:15	\$437.50
11/27/2017	Conducted CPA Kevin Lee's deposition including travel time	3:00	\$1,050.00
12/11/2017	Attended Conference Pursuant to Judge 11/28 Order. Including Travel Time	4:20	\$1,516.67
12/15/2017	Review of Court's Order and filing of certificate of service	0:10	\$58.33
		Hours Total	118:20
			Fee Total \$38,616.62

### Expense Detail

Date	Description	Quantity	Rate	Total
4/13/2015	Filed Complaint	0	\$0.00	\$400.00
6/12/2016	Korean Translation for 1 page	0	\$0.00	\$60.00
11/9/2016	Mediation (Jams)	0	\$0.00	\$300.00
2/5/2017	Conference Charge for Conference call on 10/28/2016	0	\$0.00	\$8.63
7/26/2017	Fedex to Defendants	0	\$0.00	\$58.07
7/27/2017	Certified Mail to Defendants	0	\$0.00	\$26.36
8/2/2017	Fedex	0	\$0.00	\$40.68
9/13/2017	Fedex	0	\$0.00	\$27.72
9/14/2017	Fedex	0	\$0.00	\$17.90
10/16/2017	Certified Mail	0	\$0.00	\$26.36

15-cv-2064 (Lee et al v. 75 Oscar Nail and Spa, et al)

January 11, 2018

Date	Description	Quantity	Rate	Total
10/20/2017	Veritext - Depositions of Mr. and Mrs. Suhr 10/3/2017 (Invoice #3126611)	0	\$0.00	\$1,006.30
10/23/2017	Service of Subpoena to CPA Kevin Lee	0	\$0.00	\$100.00
11/10/2017	Fedex to Defendants (Order dated 11/8/2017, Dkt. No. 33)	0	\$0.00	\$56.47
11/17/2017	Fedex to Defendants (Re: Conference Call)	0	\$0.00	\$91.42
11/27/2017	Personal Process Server	0	\$0.00	\$200.00
11/28/2017	Certified Mail to Il Tail Suhr and Haesun Huhr (Order dated 11/22/2017, Dkt. No. 36)	0	\$0.00	\$6.59
12/13/2017	Certified Mail to Defendants	0	\$0.00	\$19.77
1/3/2018	Kevin Lee CPA matter for Interpreting & Transcript - Veritext (Invoice #NJ3184368, \$860.10)	0	\$0.00	\$860.10
1/9/2018	Veritext - Inv.#NJ3113467 (Suhr matter for Translation & Interpretation)	0	\$0.00	\$917.10
				Expenses <b>\$4,223.47</b>
				Total

<b>Fees</b>	<b>\$38,616.62</b>
<b>Expense</b>	<b>\$4,223.47</b>
<b>Current Due</b>	<b>\$42,840.09</b>
<b>Outstanding Balance</b>	<b>\$0.00</b>
<b>Total Due</b>	<b>\$42,840.09</b>